

**AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
ACCESS INTEGRATED NETWORKS, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED FEBRUARY 17, 2000**

Pursuant to this Amendment, (the "Amendment"), ACCESS Integrated Networks, Inc. ("ACCESS Integrated") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties," hereby amend that certain Interconnection Agreement between the Parties dated February 17, 2000 (the "Interconnection Agreement").

WHEREAS, the Parties entered into an Interconnection Agreement on February 17, 2000; and;

WHEREAS, the Parties desire to amend that Interconnection Agreement.

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, the Parties hereby covenant and agree as follows:

1. Section 3.1.3 of Local Circuit Switching Capability, including Tandem Switching Capability in Attachment 2 of the Interconnection Agreement is hereby amended to incorporate terms and conditions for LATAwide Local Calling as follows:

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- 3.1.3.1 Unbundled Local Switching, together with Common Transport and, if necessary, Tandem Switching, provides to ACCESS Integrated local subscribers local calling and the ability to presubscribe to a primary carrier for intraLATA toll service and a primary carrier for interLATA toll service.
 - 3.1.3.2 Provided that ACCESS Integrated purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth local end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by an ACCESS Integrated local end user, or originated by a BellSouth local end user and terminated to an ACCESS Integrated local end user, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). For such calls, BellSouth will charge ACCESS Integrated the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and ACCESS Integrated shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.
 - 3.1.3.3 Where ACCESS Integrated purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from an ACCESS Integrated end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge ACCESS Integrated the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and ACCESS Integrated shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

3.1.3.4 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill ACCESS Integrated the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges, as appropriate.

3.1.3.5 Reverse billed toll calls, such as intraLATA 800 calls, calling card calls and third party billed calls, where BellSouth is the carrier shall also be considered as local calls and ACCESS Integrated shall not bill BellSouth originating or terminating switched access for such calls.

3.1.3.6 BellSouth shall assess retroactive charges for UNE transport and switching associated with using the BellSouth LPIC if a CLEC has been able to previously select BellSouth as the end user LPIC prior to the option allowing the selection of a BellSouth provided LATA-wide local calling area being offered.

2. This Amendment shall be effective as of the date of the last signature of both Parties.

3. All of the other provisions of the Agreement, dated February 17, 2000 shall remain in full force and effect.

4. Either or both of the Parties shall submit this Amendment to the appropriate 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 the Interconnection Agreement to be executed by their respective duly authorized representatives on the date indicated below.

ACCESS Integrated Networks, Inc.

By: [Signature]

Name: William T. Wright

Title: President

Date: 6-26-01

BellSouth Telecommunications, Inc.

By: [Signature]

Name: Gregory R Follenber

Title: Senior Director

Date: 6/26/01