

**Amendment to the Agreement
Between
Dialog Telecommunications, Inc.
and
BellSouth Telecommunications, Inc.
Dated March 8, 2006**

Pursuant to this Amendment, (the "Amendment"), Dialog Telecommunications, Inc. (Dialog), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated March 8, 2006 (Agreement) to be effective thirty (30) calendar days after the date of the last signature executing the Amendment (Effective Date).

WHEREAS, BellSouth and Dialog entered into the Agreement on March 8, 2006, and;

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. Attachment 2, Section 2.5, of the Agreement will be replaced with the following language:

2.5 Unbundled Loop Modifications (Line Conditioning).

2.5.1 In all states, BellSouth shall perform Line Conditioning in accordance with FCC 47 C.F.R.51.319 (a)(1)(iii). Line Conditioning is as defined in FCC 47 C.F.R. 51.319 (a)(1)(iii)(A). Insofar as it is technically feasible, BellSouth shall test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only. In Alabama, Georgia, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serve no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR73600 Unbundled Local Loop Technical Specification. Insofar as it is technically feasible, BellSouth shall test and report troubles for all features, functions and capabilities of conditioned copper Loops, and may not restrict its testing to voice transmission only.

2.5.2 In Kentucky, at Dialog's request, BellSouth will remove load coils on loops in excess of 18,000 feet at the existing TELRIC rates. In Alabama, Georgia, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, BellSouth will remove load coils only on copper Loops and

Subloops that are less than eighteen thousand (18,000) feet in length at the rates set forth in Exhibit A.

- 2.5.3 In all states except Kentucky, any copper Loop being ordered by Dialog which has over 6,000 feet of combined bridged tap will be modified, upon request from Dialog, so that the Loop will have a maximum of 6,000 feet of bridged tap and this modification will be performed at no additional charge to Dialog.
 - 2.5.4 In Kentucky, for any copper loop being ordered and upon request from Dialog, the removal of bridged tap should be performed at TELRIC rates.
 - 2.5.5 In all states, Loop Conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit A.
 - 2.5.6 In Kentucky, Dialog may request removal of any unnecessary and non-excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates set forth in Exhibit A. In all states except Kentucky, Dialog may request removal of any unnecessary and non-excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to BellSouth's SC Process as mutually agreed to by the Parties.
2. Language in Section 9.1.4 in Attachment 3, Network Interconnection, of the Agreement is replaced with the following:
 - 9.1.4 The rate elements set forth in Exhibit A shall apply for Transit Traffic as described in this Attachment.
 3. Language in Section 9.6.1 in Attachment 3, Network Interconnection, of the Agreement is replaced with the following:
 - 9.6.1 BellSouth shall provide tandem switching and transport services for Dialog's Transit Traffic. Rates for Local Transit Traffic and ISP-Bound Transit Traffic shall be the applicable rate elements for Tandem Switching, Common Transport and Tandem Intermediary Charge as set forth in Exhibit A. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between Dialog and Wireless Type 1 third parties or Wireless Type 2A third parties that do not engage in Meet Point billing with BellSouth shall not be treated as Transit Traffic from a routing or billing perspective until such time as such traffic is identifiable as Transit Traffic.

4. The rates for Kentucky as set forth in “Local Interconnection – Kentucky” in Exhibit A to Attachment 3, Network Interconnection, are replaced with the Exhibit 1, attached hereto and by reference made a part of this Amendment.
5. All of the other provisions of the Agreement, dated March 8, 2006, shall remain in full force and effect.
6. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 11/30/06

Dialog Telecommunications, Inc.

By: Jim Bellino

Name: Jim Bellino

Title: President

Date: 11/21/06

Dialog Telecommunications, Inc.
Amendment to Interconnection Agreement for Line Conditioning and Tandem Intermediary Charge

LOCAL INTERCONNECTION - Kentucky										Attachment: 3 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)															
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
TANDEM SWITCHING															
	Tandem Switching Function Per MOU														
	Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0006772	bk								
	Tandem Intermediary Charge, per MOU*					0.0000									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X	21.58	8.13								
	Installation Trunk Side Service - per DS0			OHD	TPP9X	21.58	8.13								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00									
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00									
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU					0.0000030	bk								
	Common Transport - Facilities Termination Per MOU					0.0007466	bk								
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.01									
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	29.11	47.34	31.78	22.77	8.75					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0115									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	20.97	47.35	31.78	22.77	8.75					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0115									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	20.97	47.35	31.78	22.77	8.75					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.23									
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	96.04	105.52	98.46	23.09	20.49					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.97									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1,175.15	335.40	219.24	89.57	87.75					
LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	18.57	265.78	46.96	46.79	4.98					
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	19.86	266.48	47.65	47.54	5.73					
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	40.46	209.60	176.51	30.21	21.07					
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	576.05	551.38	338.08	173.00	120.42					
LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00								
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00								
MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	113.33	101.40	71.60	13.79	13.04					
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	158.20	199.23	118.62	50.16	48.59					
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	11.80	10.07	7.08							
SIGNALING (CCS7)															
NOTE: "bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS1			UDB	TPP6A	20.71	43.56	43.56	22.45	22.45					
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS3			UDB	TPP9A	20.71	43.56	43.56	22.45	22.45					

LOCAL INTERCONNECTION - Kentucky										Attachment: 3 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS1			UDB	TPP6B	20.71	43.56	43.56	22.45	22.45					
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS3			UDB	TPP9B	20.71	43.56	43.56	22.45	22.45					
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	151.39									
	CCS7 Signaling Usage, Per Call Setup Message					0.0000164bk									
	CCS7 Signaling Usage, Per TCAP Message					0.0000656bk									
	CCS7 Signaling Usage, Per ISUP Message					0.0000164bk									
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	751.08bk									
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.02	46.02	56.43	56.43					
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		46.02	46.02	56.43	56.43					
	CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	20.71	43.56	43.56	22.45	22.45					
	CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	20.71	43.56	43.56	22.45	22.45					
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															