

**Amendment to the Agreement  
Between  
Level 3 Communications, L.L.C.  
and  
BellSouth Telecommunications, Inc.  
Dated June 23, 2004**

Pursuant to this Amendment, (the "Amendment"), Level 3 Communications, L.L.C. ("Level 3"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties effective June 23, 2004 ("Agreement") to be effective on the date of the last signature executing the Amendment ("Effective Date").

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. The Parties agree that the following will be effective February 28, 2005:
  - A. The Parties agree to delete Section 7.5.1.3 and Section 7.5.1.4 of Attachment 3 of the Agreement.
  - B. The Parties agree to delete Section 7.5.1.2 in its entirety and replace with the following:

7.5.1.2 The Parties have been unable to agree as to whether computer-to-phone and phone-to-computer -VOIP transmissions which cross different local calling area boundaries constitute Switched Access Traffic ("Disputed VoIP"). Notwithstanding the foregoing, and without waiving any rights with respect to either Party's position as to the jurisdictional nature of Disputed VOIP, the Parties agree to abide by any effective and applicable FCC rules and orders regarding the nature of such traffic and the compensation payable by the Parties for such traffic, if any. Except as otherwise provided for in this agreement, neither Party will take any action to disconnect, impair, block, fail to provision, fail to support or otherwise degrade the quality of Disputed VoIP.
2. All of the other provisions of the Agreement shall remain in full force and effect.
3. 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: 

Name: Kristen Rowe

Title: Director

Date: 3/14/05

**Level 3 Communications, L.L.C.**

By: 

Name: Andrea L. Cavallas

Title: VP, Interconnection Services

Date: 3/18/05