

**AMENDMENT
TO THE
AGREEMENT BETWEEN
EveryCall Communications, Inc.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED 8/28/2003**

Pursuant to this Amendment, (the "Amendment"), EveryCall Communications, Inc. ("EveryCall"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated 8/28/2003 ("Agreement").

WHEREAS, BellSouth and EveryCall entered into the Agreement on 8/28/2003, 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. The Parties agree to add a new Section 5.8 to Attachment 2 of the Agreement, titled DSL TRANSPORT SERVICE ON UNE-P for the state of Kentucky as set forth below and **shall expire on 3/19/2006**:

5.8 For purposes of this Section 5.8, the term "DSL," "DSL transport," or "DSL Transport Services" shall mean that DSL transport service in the BellSouth F.C.C. Number 1 tariff in effect as of, July 12, 2002, the date of the Kentucky Public Service Commission's Order in Case No. 2001-00432. In order to comply with the Order, BellSouth shall not refuse to provide any DSL transport service to a network service provider pursuant to a request from such network service provider who serves, or desires to serve, an end-user that receives UNE-P based voice services from EveryCall Communications. However, BellSouth shall have no obligation to provide DSL transport on any loop that is not qualified for DSL, provided that BellSouth shall not make a change to any loop so as to make it not qualify for DSL on the basis of that such loop is being converted to UNE-P, rather than on the basis of architectural, mechanical, or physical limitations.

5.8.1 The Order in is predicated upon the ability of customers of EveryCall Communications to receive wholesale ADSL transport at the same price it was available pursuant to Bellsouth Tariff F.C.C. Number 1 on the date of that Order. In the event this offering is no longer available for any reason, BellSouth agrees to provide to EveryCall Communications a wholesale ADSL transport product for the duration of this interconnection agreement on the same pricing, terms and conditions as those in the BellSouth Tariff F.C.C. Number 1 as of the date of the Order subject to section 5.8 above. The terms and prices of BellSouth Tariff F.C.C. Number 1 as it existed on the date of the Order are incorporated herein by reference as necessary to comply with this section.

5.8.2 Notwithstanding the foregoing, BellSouth shall have no obligation to provide its retail, DSL-based high speed Internet access service, currently known as

BellSouth® FastAccess® DSL service, to an end-user that receives UNE-P based voice services from EveryCall. To the extent BellSouth chooses to deny FastAccess to an end user, BellSouth shall not seek any termination penalties against, or in any other fashion seek to penalize, any such end-user that EveryCall identifies to BellSouth pursuant to a process to be agreed upon and reduced to writing. BellSouth shall also notify the aforementioned end-user at least ten (10) days prior to discontinuing its FastAccess service.

5.8.3 EveryCall shall make available to BellSouth at no charge the high frequency spectrum on UNE-P for purposes of enabling BellSouth to provision DSL transport on the same loop as the UNE-P based voice service.

5.8.4 When BellSouth provides tariffed DSL transport over EveryCall UNE-P, BellSouth shall have the right, at no charge, to access the entire loop for purposes of troubleshooting DSL-related troubles.

5.8.5 BellSouth shall not be obligated to provide tariffed DSL transport in accordance with this Section 5.8 until completion of the modification of systems and processes that will enable BellSouth to qualify EveryCall UNE-P lines for DSL as well as maintain and repair such DSL on EveryCall UNE-P lines. Until such time as BellSouth completes the aforementioned modification of systems and processes, BellSouth agrees to provide to EveryCall Communications wholesale DSL transport service over resale lines on the following conditions: (1) the underlying resale line and its features shall be provided by BellSouth to EveryCall Communications at the rate that EveryCall Communications normally pays for a UNE-P loop/port combination in the pertinent UNE Zone, specifically excluding subscriber line charges, and other charges normally associated with resale; (2) BellSouth shall bill and collect the access or other third party charges applicable to such lines, and shall remit to EveryCall monthly, as a surrogate for such access charges, an amount determined in accordance with the formula set forth in Section 5.8.6 below; (3) because BellSouth cannot provide hunting between resale and UNE-P lines, any other lines of the end-user served by EveryCall Communications shall also be converted to resale at no charge upon submission of an LSR for such conversion and provided pursuant to (1) and (2) above unless and until BellSouth agrees to provide hunting between resale and UNE-P platforms; and (4) once the aforementioned modification of systems and process is completed, BellSouth agrees to convert all end-user lines affected by this section to UNE-P at no charge upon EveryCall Communications' submission of an executable LSR for such conversion.

5.8.6 The parties agree that the amount payable to EveryCall as a surrogate for access charges in accordance with Section 5.8.5 above shall be determined by multiplying the average number of EveryCall resale lines with DSL service, and those lines included in a hunt group with such DSL resale lines in accordance with subsection 3 of Section 5.8.5 above, for the most recent three (3) billing cycles preceding the date of this agreement by \$12.00 per line. Such rate is based upon EveryCall's estimate of its access charges, including subscriber line charges, presubscribed interexchange carrier charges, and usage charges, on a per line basis. Within sixty (60) days following the date of this Agreement and upon BellSouth's request, the parties agree to true up this amount to conform with the average per line access charges EveryCall collects on its UNE-P lines. EveryCall shall provide supporting documentation to justify the true up amount.

5.8.7 The Parties agree that subject to Section 5.8.6, the rates charged pursuant to Section 5.8.5 above are not subject to true-up regardless of appeal or change in law. Any change to these rates or to the provisions of Section 5.8 et seq. shall be prospective only in the event of a change in law as described in the General Terms and Conditions of this Agreement.

5.8.8 EveryCall Communications shall provide BellSouth with all current pertinent customer information necessary for BellSouth to comply with this section. EveryCall Communications authorizes BellSouth to access customer information on BellSouth systems as necessary for BellSouth to comply with this section. BellSouth shall provide EveryCall Communications with all current pertinent loop information necessary for EveryCall Communications to provide DSL over UNE-P, including but not limited to, loop qualification information for UNE-P lines.

5.8.9 If a request is made for DSL on an existing EveryCall Communications UNE-P line, EveryCall shall cooperate with BellSouth in an effort to determine loop make-up and qualification status. The parties shall mutually agree on a procedure and shall reduce same in writing.

2. This Agreement shall be deemed effective thirty calendar days following the date of the last signature of both Parties ("Effective Date").
3. All of the other provisions of the Agreement, dated 8/28/2003, shall remain in full force and effect.
4. Either or both of the Parties is 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 Agreement the day and year written below.

BellSouth Telecommunications, Inc.

EveryCall Communications, Inc.

By: Pat C Finlen

By: Kyle Coats

Name: Patrick C. Finlen

Name: Kyle Coats

Title: Asst Director

Title: President

Date: 12/18/03

Date: 12/19/03