

**AMENDMENT
TO THE
AGREEMENT BETWEEN
AERO COMMUNICATIONS, LLC
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED DECEMBER 18, 2001**

Pursuant to this Amendment, (the "Amendment"), Aero Communications, LLC, ("Aero"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated December 18, 2001 ("Agreement") to be effective on the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Aero entered into the Agreement on December 18, 2001 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 delete the terms and conditions of the Line Information Data Base (LIDB) Resale Storage Agreement in Exhibit C of Attachment 1.
2. The Parties agree to add the terms and conditions of the LIDB Resale Storage Agreement, as set forth in Exhibit 1 of this Amendment, to Exhibit C of Attachment 1.
3. The Parties agree to delete the terms and conditions of the Line Information Data Base (LIDB) Facilities Based Storage Agreement in Exhibit A of Attachment 2.
4. The Parties agree to add the terms and conditions of the LIDB Facilities Based Storage Agreement, as set forth in Exhibit 2 of this Amendment, to Exhibit A of Attachment 2.
5. All of the other provisions of the Agreement, dated December 18, 2001 shall remain in full force and effect.
6. 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 hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Aero Communications, LLC

BellSouth Telecommunications, Inc.

By: ____Original Signature on File_____

By: ____Original Signature on File_____

Name: ____Kristopher Twomey_____

Name: Elizabeth R.A. Shiroishi

Title: ____Counsel to Aero_____

Title: Director

Date: ____4/1/03_____

Date: 5/12/2003

LINE INFORMATION DATA BASE (LIDB)

RESALE STORAGE AGREEMENT

I. Definitions (from Addendum)

- A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service.
- C. Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service.
- D. Calling Card number - a billing number plus PIN number assigned by BellSouth.
- E. PIN number - a four-digit security code assigned by BellSouth that is added to a billing number to compose a fourteen-digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by Aero.
- G. Billed Number Screening - refers to the query service used to determine whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the query service used to determine whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by Aero.
- J. Get-Data - refers to the query service used to determine, at a minimum, the Account Owner and/or Regional Accounting Office for a line number. This query service may be modified to provide additional information in the future.
- K. Originating Line Number Screening ("OLNS") - refers to the query service used to determine the billing, screening and call handling indicators, station type and Account Owner provided to BellSouth by Aero for originating line numbers.
- L. Account Owner - name of the local exchange telecommunications company that is providing dialtone on a subscriber line.

II. General

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Aero and pursuant to which BellSouth, its LIDB customers and Aero shall have access to such information. In addition, this Agreement sets forth the terms and conditions for Aero's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. Aero understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Aero, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Resale Agreement upon notice to Aero's account team and/or Local Contract Manager to activate this LIDB Storage Agreement. The General Terms and Conditions of the Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum are hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.
- B. BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:
1. Billed Number Screening

BellSouth is authorized to use the billing number information to determine whether Aero has identified the billing number as one that should not be billed for collect or third number calls.
 2. Calling Card Validation

BellSouth is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.
 3. OLNS

BellSouth is authorized to provide originating line screening information for billing services restrictions, station type, call handling indicators, presubscribed interLATA and local carrier and account owner on the lines of Aero from which a call originates.

4. GetData

BellSouth is authorized to provide, at a minimum, the account owner and/or Regional Accounting Office information on the lines of Aero indicating the local service provider and where billing records are to be sent for settlement purposes. This query service may be modified to provide additional information in the future.

5. Fraud Control

BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Aero of fraud alerts so that Aero may take action it deems appropriate.

III. Responsibilities of the Parties

A. BellSouth will administer all data stored in the LIDB, including the data provided by Aero pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to Aero for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses and as such these billing and collection customers ("B&C Customers") query BellSouth's LIDB to determine whether to accept various billing options from End Users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate Aero's data from BellSouth's data, the following shall apply:

(1) BellSouth will identify Aero end user originated long distance charges and will return those charges to the interexchange carrier as not covered by the existing B&C agreement. Aero is responsible for entering into the appropriate agreement with interexchange carriers for handling of long distance charges by their end users.

- (2) BellSouth shall have no obligation to become involved in any disputes between Aero and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to Aero. It shall be the responsibility of Aero and the B&C Customers to negotiate and arrange for any appropriate adjustments.

IV. Fees for Service and Taxes

- A. Aero will not be charged a fee for storage services provided by BellSouth to Aero, as described in this LIDB Resale Storage Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by Aero in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

LINE INFORMATION DATA BASE (LIDB)
FACILITIES BASED STORAGE AGREEMENT

- I. Definitions**
- A. Billing number - a number that Aero creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten-digit number that identifies a telephone line administered by Aero.
- C. Special billing number - a ten-digit number that identifies a billing account established by Aero.
- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four-digit security code assigned by Aero that is added to a billing number to compose a fourteen-digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by Aero.
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- H. Calling Card Validation - refers to the query service used to determine whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by Aero.
- J. Account Owner – name of the local exchange telecommunications company that is providing dialtone on a subscriber line.
- K. GetData – refers to the query service used to determine, at a minimum, the Account Owner and/or Regional Accounting Office for a line number. This query service may be modified to provide additional information in the future.

- L. Originating Line Number Screening (“OLNS”) – refers to the query service used to determine the billing, screening and call handling indicators, station type, and Account Owner provided to BellSouth by Aero for originating line numbers.

II. General

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Aero and pursuant to which BellSouth, its LIDB customers and Aero shall have access to such information. In addition, this Agreement sets forth the terms and conditions for Aero’s provision of billing number information to BellSouth for inclusion in BellSouth’s LIDB. Aero understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Aero, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection Agreement upon notice to Aero’s account team and/or Local Contract Manager to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement.

- B. BellSouth will provide responses to on-line, call-by-call queries to local exchange line and/or billing number information for the following purposes:

- 1. Billed Number Screening

BellSouth is authorized to use the billing number information to determine whether Aero has identified the billing number as one that should not be billed for collect or third number calls.

- 2. Calling Card Validation

BellSouth is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth and where the last four digits (PIN) are a security code assigned by BellSouth.

- 3. OLNS

BellSouth is authorized to provide originating line screening information for billing and services restrictions, station type, and Account Owner on the lines of Aero from which a call originates.

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BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearinghouses and as such these billing and collection customers ("B&C Customers") query BellSouth's LIDB to determine whether to accept various billing options from end users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate Aero's data from BellSouth's data, the following terms and conditions shall apply:

1. BellSouth will identify Aero's end user originated long distance charges and will return those charges to the interexchange carrier as not covered by the existing B&C agreement with interexchange carriers for handling of long distance charges by their end users.
2. BellSouth shall have no obligation to become involved in any disputes between Aero and B&C Customers. BellSouth will not issue

adjustments for charges billed on behalf of any B&C Customer to Aero. It shall be the responsibility of Aero and the B&C Customers to negotiate and arrange for any appropriate adjustments.

IV. Fees for Service and Taxes

- A. Aero will not be charged a fee for storage services provided by BellSouth to Aero as described in this LIDB Facilities Based Storage Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by Aero in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.