

AMENDMENT
TO
THE INTERCONNECTION AGREEMENT BETWEEN
AL-CALL, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JANUARY 8, 2001

Pursuant to this Agreement (the "Amendment"), Al-Call, Inc. ("Al-Call) and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to as the "Parties", hereby agree to amend the Interconnection Agreement between the Parties dated January 8, 2001 ("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. Attachment 2 is here by amended to include provisions for line sharing as section 6.10, as follows:

6.10 High Frequency Spectrum Network Element

6.10.1 General

6.10.1.1 BellSouth shall provide Al-Call access to the high frequency portion of the local loop as an unbundled network element only where BellSouth is the voice service provider to the end user ("High Frequency Spectrum") at the rates set forth in Exhibit C. BellSouth shall provide Al-Call with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.

6.10.1.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Al-Call the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 CFR Section 51.230, including, but not limited to, ADSL, HDSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Al-Call shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. Al-Call shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.

6.10.1.3 The following loop requirements are necessary for Al-Call to be able to access the High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with

ANSI T1.413 and T1.601. BellSouth will provide AI-Call access to the Unbundled Loop Modification (Line Conditioning), in accordance with Section 2.2 of this Agreement. BellSouth is not required to condition a loop for access to the high frequency spectrum if conditioning of that loop significantly degrades BellSouth's voice service. If AI-Call requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, AI-Call shall pay for the loop to be restored to its original state.

6.10.1.4 AI-Call's termination point is the point of termination for AI-Call on the toll main distributing frame in the central office ("Termination Point"). BellSouth will use jumpers to connect AI-Call's connecting block to the splitter. The splitter will route the High Frequency Spectrum on the circuit to AI-Call's xDSL equipment in AI-Call's collocation space.

6.10.1.5 AI-Call shall have access to the splitter for test purposes, irrespective of where the splitter is placed in the BellSouth premises.

6.10.2 Provisioning of High Frequency Spectrum and Splitter Space

6.10.2.1 BellSouth will provide AI-Call with access to the High Frequency Spectrum as follows:

6.10.2.2 BellSouth will install splitters within forty-two (42) calendar days of AI-Call's submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice.

6.10.2.3 Once a splitter is installed on behalf of AI-Call in a central office, AI-Call shall be entitled to order the High Frequency Spectrum on lines served out of that central office.

6.10.2.4 BellSouth will bill and AI-Call shall pay the SOMAN and SOMECH charges as described in Section 2.13 of this Agreement when AI-Call orders High Frequency Spectrum for end-user service.

6.10.2.5 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide AI-Call access to data ports on the splitter. At least 30 days before making a change in splitter suppliers, BellSouth will provide AI-Call with a carrier notification letter, informing AI-Call of change. AI-Call shall purchase ports on the splitter as set forth more fully below.

6.10.2.6 BellSouth will install the splitter in (i) a common area close to the AI-Call collocation area, if possible; or (ii) in a BellSouth relay rack as close to the AI-Call DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified AI-Call DS0 at such time that a AI-Call end user's service is established.

- 6.10.2.7 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, and Al-Call desires to continue providing xDSL service on such loop, Al-Call shall be required to purchase a full stand-alone loop unbundled network element. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and Al-Call desires to continue providing xDSL service on such loop, Al-Call shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element. To the extent commercially practicable, BellSouth shall give Al-Call notice in a reasonable time prior to disconnect, which notice shall give Al-Call an adequate opportunity to notify BellSouth of its intent to purchase such loop. In those cases in which BellSouth no longer provides voice service to the end user and Al-Call purchases the full stand-alone loop, Al-Call may elect the type of loop it will purchase. Al-Call will pay the appropriate recurring and non-recurring rates for such loop as set forth in Exhibit C to this Attachment. In the event Al-Call purchases a voice grade loop, Al-Call acknowledges that such loop may not remain xDSL compatible.
- 6.10.2.8 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.
- 6.10.3 Ordering
- 6.10.3.1 To order High Frequency Spectrum on a particular loop, Al-Call must have a DSLAM collocated in the central office that serves the end-user of such loop. Al-Call may order splitters in a central office once it has installed its Digital Subscriber Line Access Multiplexer ("DSLAM") in that central office. BellSouth will install these splitters within the interval provided in paragraph 6.10.2.2.
- 6.10.3.2 BellSouth will devise a splitter order form that allows Al-Call to order splitter ports in increments of 24 ports.
- 6.10.3.3 BellSouth will provide Al-Call the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.
- 6.10.3.4 BellSouth will provide access to the High Frequency Spectrum within the following target intervals: BellSouth will return a manual Firm Order Confirmation ("FOC") in no more than two (2) business days after receipt of a valid, error free manual LSR. When Al-Call submits an electronic LSR for High Frequency Spectrum, BellSouth will return a FOC in four (4) hours ninety-five percent (95%) of the time, or, for orders that do not flow-through, in two (2) business days. BellSouth will provide Al-Call with access to the High Frequency Spectrum at the following target intervals:
- 6.10.3.5 For 1-5 lines at the same address within three (3) business days from BellSouth's issuance of a FOC; 6-10 lines at same address within 5 business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.

- 6.10.3.6 BellSouth will provide to Al-Call BellSouth's Loop Qualification System that BellSouth uses to qualify loops for its own ADSL offering as described below.
- 6.10.3.7 BellSouth will provide Al-Call access to the Preordering Loop Makeup (LMU), in accordance with Section 2.4 of this Agreement. BellSouth shall bill and Al-Call shall pay the rates for such services, as described in Exhibit C.
- 6.10.4 Maintenance and Repair
 - 6.10.4.1 Al-Call shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. Al-Call may access the loop at the point where the combined voice and data signal exits the central office splitter.
 - 6.10.4.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point of demarcation in the central office. Al-Call will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
 - 6.10.4.3 Al-Call shall inform its end users to direct data problems to Al-Call, unless both voice and data services are impaired, in which event the end users should call BellSouth.
 - 6.10.4.4 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the loop.
 - 6.10.4.5.1 In the event Al-Call's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify Al-Call and allow twenty-four (24) hours to cure the trouble. If Al-Call fails to resolve the trouble, BellSouth may discontinue Al-Call's access to the High Frequency Spectrum on such loop.
- 2. Exhibit C of Attachment 2 of the Interconnection Agreement is hereby amended to include rates for Line Sharing, attached hereto as Exhibit A to this amendment.
- 3. All of the other provisions of the Interconnection Agreement dated January 8, 2001, shall remain unchanged and in full force and effect until the expiration date.
- 4. Either or both of the Parties is authorized to submit this Amendment to the appropriate regulatory agencies 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.

AI-Call, Inc.

Signature on file
By: _____

Signature

Name: Greg Davis

V.P

Title: _____

March 7, 2001

Date: _____

BellSouth Telecommunications, Inc.

Signature on file
By: _____

Signature

Name: Patrick C. Finlen

Managing Director

Title : _____

March 15, 2001

Date: _____

Exhibit A

2-Wire analog VG (SL1) for Line Sharing										
RC – per month (Note 3) **		TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$12.16
NRC - 1st (Note 1) **		TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$31.99
NRC - Add'l (Note 1) **		TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$20.02
System Splitter - 96 Line Capacity										
RC – Per month **	ULSDA	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
NRC - 1st **	ULSDA	\$150.00	\$150.00	\$150.00	\$300.00	\$150.00	\$300.00	\$300.00	\$300.00	\$150.00
NRC - Add'l **	ULSDA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - Disconnect 1st **	ULSDA	\$150.00	\$150.00	\$150.00	NA	\$150.00	NA	NA	NA	\$150.00
NRC - Disconnect Add'l **	ULSDA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
System Splitter - 24 Line Capacity										
RC – Per month **	ULSDB	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
NRC - 1st **	ULSDB	\$150.00	\$150.00	\$150.00	\$300.00	\$150.00	\$300.00	\$300.00	\$300.00	\$150.00
NRC - Add'l **	ULSDB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - Disconnect 1st **	ULSDB	\$150.00	\$150.00	\$150.00	NA	\$150.00	NA	NA	NA	\$150.00
NRC - Disconnect Add'l **	ULSDB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Loop Capacity, Line Activation Per Occurrence										
RC – Per Month **	ULSDC	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$3.48
NRC - 1st **	ULSDC	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
NRC - Add'l **	ULSDC	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$21.39
NRC - Service Order submitted Electronically, per LSR	SOMECE	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Service Order submitted Electronically, per LSR – Disconnect	SOMECE	NA	\$0.42	NA	NA	NA	NA	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$21.56	NA	\$29.24	NA	NA	NA	NA	\$19.99
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	\$3.84	NA	\$3.94	NA	NA	NA	NA	TBD
NRC - Incremental Charge – Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.22	NA
NRC - Incremental Charge – Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
NRC - Incremental Charge – Manual Service Order –	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA

