Amendment to the Agreement
Between
Slappey Telephone, Inc.
and
BellSouth Telecommunications, Inc.
Dated February 19, 2005

Pursuant to this Amendment, (the "Amendment"), Slappey Telephone, Inc. ("Slappey Telephone"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated February 19, 2005 ("Agreement") to be effective thirty (30) calendar days after the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, BellSouth and Slappey Telephone entered into the Agreement on February 19, 2005, 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 and replace in its entirety Section 6 of Attachment 2 with the following:

6   Call Related Databases

6.1   911 and E911 Databases. BellSouth shall provide Slappey Telephone with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 CFR § 51.319 (f).

6.1.1   Automatic Location Identification/Data Management Systems (ALI/DMS).   The ALI/DMS Database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. Slappey Telephone will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 6.1.2.

6.1.2   Technical Requirements. BellSouth's 911 database vendor shall provide Slappey Telephone the capability of providing updates to the ALI/DMS database through a specified electronic interface. Slappey Telephone shall contact BellSouth's 911 database vendor directly to request interface. Slappey Telephone shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of Slappey Telephone and BellSouth shall not be liable for the transactions between Slappey Telephone and BellSouth's 911 database vendor.

6.1.2.1   It is Slappey Telephone's responsibility to retrieve and confirm statistical data and to correct errors obtained from BellSouth's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the BellSouth Interconnection Web site.

6.1.3   Slappey Telephone shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth Interconnection Web site at http://www.interconnection.bellsouth.com/guides.

6.1.4   Stranded Unlocks are defined as End User records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to Slappey Telephone, as a new provider of local service to the End User. Stranded Unlocks are those End User records that have been "unlocked" by the previous local exchange carrier that provided service to the End User and are open for Slappey Telephone to assume responsibility for such records.

6.1.4.1   Based upon End User record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to Slappey Telephone that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. Slappey Telephone shall review the Stranded Unlock report, identify its End User records and request to either delete such records or migrate the records to Slappey Telephone within two (2) months following the date of the Stranded Unlock report provided by BellSouth. Slappey Telephone shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of Slappey Telephone's records.

6.2   911 PBX Locate Service®. 911 PBX Locate Service is comprised of a database capability and a separate transport component.

6.2.1   Description of Product. The transport component provides a dedicated trunk path from a Private Branch Exchange (PBX) switch to the appropriate BellSouth 911 tandem.

6.2.1.1   The database capability allows Slappey Telephone to offer an E911 service to its PBX End Users that identifies to the Public Safety Answering Point (PSAP) the physical location of the Slappey Telephone PBX 911 End User station telephone number for the 911 call that is placed by the End User.

6.2.2   Slappey Telephone may order either the database capability or the transport component as desired or Slappey Telephone may order both components of the service.

6.2.3   911 PBX Locate Database Capability. Slappey Telephone's End User or Slappey Telephone's End User's database management agent (DMA) must provide the End User PBX station telephone numbers and corresponding address and location data to BellSouth's 911 database vendor. The data will be loaded and maintained in BellSouth's ALI database.

6.2.4   Ordering, provisioning, testing and maintenance shall be provided by Slappey Telephone pursuant to the 911 PBX Locate Marketing Service Description (MSD) that is located on the BellSouth Interconnection Web site.

6.2.5   Slappey Telephone's End User, or Slappey Telephone's End User database management agent must provide ongoing updates to BellSouth's 911 database vendor within a commercially reasonable timeframe of all PBX station telephone number adds, moves and deletions. It will be the responsibility of Slappey Telephone to ensure that the End User or DMA maintain the data pertaining to each End User's extension managed by the 911 PBX Locate Service product. Slappey Telephone should not submit telephone number updates for specific PBX station telephone numbers that are submitted by Slappey Telephone's End User, or Slappey Telephone's End User DMA under the terms of 911 PBX Locate product.

6.2.5.1   Slappey Telephone must provision all PBX station numbers in the same LATA as the E911 tandem.

6.2.6   Slappey Telephone agrees to release, indemnify, defend and hold harmless BellSouth from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by Slappey Telephone's End User or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by Slappey Telephone or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of PBX Locate Service features or by any services which are or may be furnished by BellSouth in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using 911 PBX Locate Service hereunder, except to the extent caused by BellSouth's gross negligence or wilful misconduct. Slappey Telephone is responsible for assuring that its authorized End Users comply with the provisions of these terms and that unauthorized persons do not gain access to or use the 911 PBX Locate Service through user names, passwords, or other identifiers assigned to Slappey Telephone's End User or DMA pursuant to these terms. Specifically, Slappey Telephone's End User or DMA must
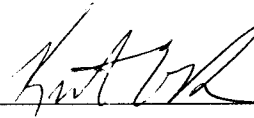
keep and protect from use by any unauthorized individual identifiers, passwords, and any other security token(s) and devices that are provided for access to this product.

6.2.7 Slappey Telephone may only use BellSouth PBX Locate Service solely for the purpose of validating and correcting 911 related data for Slappey Telephone's End Users' telephone numbers for which it has direct management authority.

6.2.8 911 PBX Locate Transport Component. The 911 PBX Locate Service transport component requires Slappey Telephone to order a CAMA type dedicated trunk from Slappey Telephone's End User premise to the appropriate BellSouth 911 tandem pursuant to the following provisions.

6.2.8.1 Except as otherwise set forth below, a minimum of two (2) End User specific, dedicated 911 trunks are required between the Slappey Telephone's End User premise and the BellSouth 911 tandem as described in BellSouth's Technical Reference (TR) 73576 and in accordance with the 911 PBX Locate Marketing Service Description located on the BellSouth Interconnection Web site. Slappey Telephone is responsible for connectivity between the End User's PBX and Slappey Telephone's switch or POP location. Slappey Telephone will then order 911 trunks from their switch or POP location to the BellSouth 911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital interface (delivered over a Slappey Telephone purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface). Slappey Telephone is responsible for ensuring that the PBX switch is capable of sending the calling station's Direct Inward Dial (DID) telephone number to the BellSouth 911 tandem in a specified Multi-frequency (MF) Address Signaling Protocol. If the PBX switch supports Primary Rate ISDN (PRI) and the calling stations are DID numbers, then the 911call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.

6.2.8.2 Ordering and Provisioning. Slappey Telephone will submit an Access Service Request (ASR) to BellSouth to order a minimum of two (2) End User specific 911 trunks from its switch or POP location to the BellSouth 911 tandem.

6.2.8.3 Testing and maintenance shall be provided by Slappey Telephone pursuant to the 911 PBX Locate Marketing Service description that is located on the BellSouth Interconnection Web site.

6.2.8.4 Rates. Rates for the 911 PBX Locate Service database component are set forth in Exhibit A of Attachment 2. Trunks and facilities for 911 PBX Locate transport component may be ordered by Slappey Telephone pursuant to the terms and conditions set forth in Attachment 3.

2. The Parties agree to add the rates for 911 PBX Locate elements to Exhibit A of Attachment 2, as set forth in Exhibit A of this Agreement attached hereto and incorporated herein by this reference.

3. All of the other provisions of the Agreement, dated February 19, 2005, shall remain in full force and effect.

4. 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.

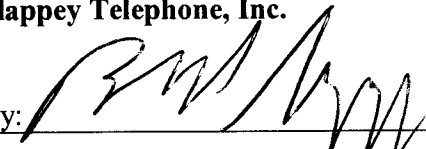**BellSouth Telecommunications, Inc.**

By: _____

Name: Kristen Rowe

Title: Director

Date: _____

Slappey Telephone, Inc.

By: _____

Name: _Bill Slappey_

Title: _President_

Date: 3 / 31 / 05

Version: Generic Amendment Template
XX/XX/XX

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)						
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
911 PBX LOCATE																		
	911 PBX LOCATE DATABASE CAPABILITY																	
		Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,813.00										
		Changes to TN Range or Customer Profile			9PBDC	9PBTN		181.44										
		Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07											
		Change Company (Service Provider) ID			9PBDC	9PBPC		532.60										
		PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	181.33											
		Service Order Charge			9PBDC	9PBSC		15.66										
	911 PBX LOCATE TRANSPORT COMPONENT																	
	See Att 3																	

NETWORK ELEMENTS & OTHER SERVICES - Florida

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
								Nonrecurring		Nonrecurring Disconnect				OSS Rates($)				
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
911 PBX LOCATE																		
	911 PBX LOCATE DATABASE CAPABILITY																	
		Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,820.00										
		Changes to TN Range or Customer Profile			9PBDC	9PBTN		182.14										
		Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07											
		Change Company (Service Provider) ID			9PBDC	9PBPC		534.66										
		PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	178.80											
		Service Order Charge			9PBDC	9PBSC		11.90										
	911 PBX LOCATE TRANSPORT COMPONENT																	
	See Att 3																	

NETWORK ELEMENTS & OTHER SERVICES - Georgia

Attachment: 2 Exhibit: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR SOMEC	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- 1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- Add'l SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l SOMAN
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,825.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		182.67									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		536.23									
	PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	176.96										
	Service Order Charge			9PBDC	9PBSC		11.73									
	911 PBX LOCATE TRANSPORT COMPONENT															
	See Att 3															

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect					OSS Rates($)			
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
911 PBX LOCATE																	
	911 PBX LOCATE DATABASE CAPABILITY																
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,814.00										
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		181.57										
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07											
	Change Company (Service Provider) ID			9PBDC	9PBPC		533.00										
	PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	179.88											
	Service Order Charge			9PBDC	9PBSC		7.86										
	911 PBX LOCATE TRANSPORT COMPONENT																
	See Att 3																

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,819.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		181.99									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		534.22									
	PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	178.58										
	Service Order Charge			9PBDC	9PBSC		15.20									
	911 PBX LOCATE TRANSPORT COMPONENT															
	See Att 3															

NETWORK ELEMENTS & OTHER SERVICES - Mississippi | Attachment: 2 | Exhibit: A

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
911 PBX LOCATE																	
	911 PBX LOCATE DATABASE CAPABILITY																
		Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,822.00									
		Changes to TN Range or Customer Profile			9PBDC	9PBTN		182.29									
		Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
		Change Company (Service Provider) ID			9PBDC	9PBPC		535.11									
		PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	178.43										
		Service Order Charge			9PBDC	9PBSC		15.75									
	911 PBX LOCATE TRANSPORT COMPONENT																
	See Att 3																

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,823.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		182.45									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		535.57									
	PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	165.63										
	Service Order Charge			9PBDC	9PBSC		15.20									
	911 PBX LOCATE TRANSPORT COMPONENT															
	See Att 3															

NETWORK ELEMENTS & OTHER SERVICES - North Carolina   Attachment: 2   Exhibit: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect					OSS Rates($)			
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
911 PBX LOCATE																	
	911 PBX LOCATE DATABASE CAPABILITY																
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,813.00										
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		181.40										
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07											
	Change Company (Service Provider) ID			9PBDC	9PBPC		532.48										
	PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	181.29											
	Service Order Charge			9PBDC	9PBSC		15.69										
	911 PBX LOCATE TRANSPORT COMPONENT																
	See Att 3																

NETWORK ELEMENTS & OTHER SERVICES - South Carolina Attachment: 2 Exhibit: A

NETWORK ELEMENTS & OTHER SERVICES - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect					OSS Rates($)			
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
911 PBX LOCATE																	
	911 PBX LOCATE DATABASE CAPABILITY																
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,706.00										
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		170.69										
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07											
	Change Company (Service Provider) ID			9PBDC	9PBPC		501.06										
	PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	191.92											
	Service Order Charge			9PBDC	9PBSC		23.20										
	911 PBX LOCATE TRANSPORT COMPONENT																
	See Att 3																