

BELLSOUTH® / CLEC Agreement

Customer Name: Ygnition Networks, Inc.

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By and Between
BellSouth Telecommunications, Inc.
And
Ygnition Networks, Inc.

AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between Ygnition Networks, Inc. ("Ygnition Networks"), a Washington corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection agreement filed and approved pursuant to 47 U.S.C. § 252; and

WHEREAS, Ygnition Networks has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and AT&T Communications of the South Central States, LLC dba AT&T (AT&T) dated March 14, 2006 for the state of Kentucky.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Ygnition Networks and BellSouth hereby agree as follows:

1. Ygnition Networks and BellSouth shall adopt in its entirety the AT&T Interconnection Agreement dated March 14, 2006 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The AT&T Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	4
Exhibit 1 Cover Page	1
Title Page	1
AT&T Communications of the South Central States, LLC Interconnection Agreement	396
Amendment dated 04/05/06	4
Amendment dated 04/20/06	13
Amendment dated 09/20/06	2
Amendment dated 10/13/06	2
TOTAL	423

2. In the event that Ygnition Networks consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Ygnition Networks under this Agreement.

3. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2, General Terms and Conditions of the AT&T Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 2 of the AT&T Interconnection Agreement, the effective date shall be thirty (30) days following the date of the last signature.

4. Ygnition Networks shall accept and incorporate any amendments to the AT&T Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, Alabama 35203

and

ICS Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Ygnition Networks, Inc.

Glenn Meyer
565 Andover Park West #201
Seattle, WA 98188
(206) 574-5480 Phone
(206) 574-5481 Fax
gmeyer@ygnition.com

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent,

and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 11/1/06

Ygnition Networks, Inc.

By: Glenn Meyer

Name: Glenn Meyer

Title: Chairman

Date: 10-26-06

Exhibit 1

AT&T Communications of the South Central States,
LLC, for the state of Kentucky