

**AMENDMENT  
TO THE  
INTERCONNECTION AGREEMENT BETWEEN  
ICONNECT CORP. and  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED NOVEMBER 16, 1999.**

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and iConnect Corp. ("iConnect"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated November 16, 1999 ("Interconnection Agreement").

WHEREAS, BellSouth and iConnect entered into an Interconnection Agreement on November 16, 1999, 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. Section 2.2.9, and all off its subsections, of Attachment 2, Unbundled Network Elements, of the Agreement is hereby deleted in their entirety and replaced with a new Section 2.2.9, providing for the Unbundled Copper Loops as set forth as set forth in Attachment 1 to this Amendment.
2. The Terms and Conditions for Loop Make Up and Service Inquiry are hereby added to Attachment 2, Unbundled Network Elements, of the Agreement as Section 2.2.10 as set forth in Attachment 1 to this Amendment.
3. The Terms and Conditions for Loop Conditioning are hereby added to Attachment 2, Unbundled Network Elements, of the Agreement, as Section 2.2.11 as set forth as set forth in Attachment 1 to this Amendment
4. All of the other provisions of the Agreement, dated November 19, 1999 shall remain in full force and effect.
5. 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.



**iConnect Corp.**

By: ON FILE

Name: Christopher Hugman

Title: VP Engineering and Implementation

Date: 27 June 2000

**BellSouth Telecommunications, Inc.**

By: ON FILE

Name: Jerry Hendrix

Title: Senior Director

Date: 6/29/00

## **2.2.9 Unbundled Copper Loops**

- 2.2.9.1 In addition to the UVLs and UDLs, BellSouth shall make available an Unbundled Copper Loop (UCL). The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL will be offered in two versions - Short and Long. A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters, may have up to 6kft of bridged tap and will have up to 1300 ohms of resistance. The long UCL (beyond 18kft) will be any dry copper pair longer than 18kft and may have up to 12kft of bridged tap and up to 2800 ohms of resistance. Unbundled Loop Modifications (ULM) may be used when a CLEC wants to condition copper loops by removing load coils and other intervening equipment. In almost every case, the UCL long will require ULM to remove load coils. BST will only ensure electrical continuity and balance relative to tip and ring on UCLs.
- 2.2.9.2 The UCL will be a designed circuit, with or without conditioning, provisioned with a test point and come standard with a DLR. OC will be offered as a chargeable option on all UCL loops. Order Coordination – Time Specific (OC-TS) will not be offered on UCLs.
- 2.2.9.3 The UCL is a dry copper loop and is not intended to support any particular telecommunications service. iConnect may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of iConnect's choosing. iConnect will determine the type of service that will be provided over the loop.
- 2.2.9.4 Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, CLEC agrees that BellSouth's UCL loop will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops.
- 2.2.9.5 The UCL loop shall be provided to iConnect in accordance with BellSouth's Technical Reference 73600.
- 2.2.9.6 Rates
- 2.2.9.6.1 Rates for the Unbundled Copper Loops are as set forth in Exhibit A to this Amendment.

## **2.2.10 Loop Make Up Service Inquiry**

- 2.2.10.1 As an interim process until electronic access to the data contained within LFACs is available, BellSouth shall make available to iConnect a Loop Make-Up Service Inquiry process that will provide a description of the loop facility for a specific telephone number or the loop facility(ies) (DLC and/or copper) serving a specific address. This information will allow iConnect to make a determination of what type of loop to order and what loop conditioning activities (using BellSouth's Unbundled Loop Modification product), if any, are desired by iConnect.
- 2.2.10.2 The information provided via this process includes 1) the portion of the loop serviced by Digital Loop Carrier (if applicable), 2) cable lengths and gauges, 3) the presence and location of load coils, 4) the presence, location and length of bridged taps.
- 2.2.10.3 This process is available to iConnect based on telephone number or specific address. Requests submitted based on telephone numbers will provide the loop make-up of the loop currently serving that telephone number. Requests submitted based on a specific address served by both copper facilities and digital loop carrier will contain the loop make-up information for the best available copper loop and the best available loop served by a DLC. Requests submitted based on a specific address that is serviced by only one type of loop will provide the loop make-up information for the best available loop at that address. "Best available," as used in the preceding paragraph, is the loop that BellSouth believes is most compatible with advanced data services (e.g. xDSL, etc).
- 2.2.10.4 The interval for this Loop Make-Up Service Inquiry process is seven (7) business days. This interval is separate from the Service Inquiry and Provisioning Interval stated in the Interval Guide.
- 2.2.10.5 iConnect shall submit a Service Inquiry for Loop Make-Up to the iConnect account representative or the CRSG. BellSouth will perform the loop make-up and return the completed Loop Make-Up to iConnect. The Parties understand that Loop Make-Up is offered in order for iConnect to best determine the type of loop to order at a given location, but that Loop Make-Up does not reserve the facilities.

- 2.2.10.6 Exhibit A to this Attachment 1 reflects the rates for the provision of Loop Makeup Service Inquiry for each state.

### **2.2.11 Loop Conditioning**

- 2.2.11.1 Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by iConnect, whether or not BellSouth offers advanced services to the End User on that loop.
- 2.2.11.2 Loop conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, and range extenders.
- 2.2.11.3 BellSouth shall recover the cost of line conditioning requested by iConnect through a recurring charge and/or nonrecurring charge(s) in accordance with the FCC's forward-looking pricing principles promulgated pursuant to section 252 (d) (1) of the Act and in compliance with FCC Rule 52.507 (e).
- 2.2.11.4 In those cases where iConnect has requested that BellSouth modify a loop so that it no longer meets the technical parameters for a service specific loop (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified loop will be ordered and maintained as a UCL.
- 2.2.11.5 Exhibit A to this Attachment 1 reflects the rates for the provision of Loop Conditioning for each state.

**BellSouth\iConnect Amendment  
Exhibit A  
UCL Rates**

<b>2-Wire Unbundled Copper Loop (18kft or less)*</b>	<b>USOC</b>	<b>Exhibit 1-AL Alabama Rates</b>	<b>Exhibit 2-FL Florida Rates</b>	<b>Exhibit 3-GA Georgia Rates</b>
<b>Recurring</b>	UCLPB	\$15.11	\$18.00	\$13.97
<b>Non-Recurring</b>				
Non-Recurring 1st	UCLPB	\$514.21	\$340.00	\$395.16
Non-Recurring Add'l	UCLPB	\$464.58	\$300.00	\$217.39
Manual Svc Ord –1st	SOMAN	\$47.00	\$47.00	\$18.94
Manual Svc Ord -Adl	SOMAN	\$21.00	\$21.00	\$8.42
Manual Svc. Ord - Dis	SOMAN	\$17.77		\$142.27/\$37.86
Order Coordination 1 <sup>st</sup> & Add'l.	UCLMC	\$16.00	\$16.00	\$36.46
Disconnect – 1st	UCLPB			
Disconnect – Add'l	UCLPB			
<b>2-Wire Unbundled Copper Loop (&gt; 18kft)*</b>				
<b>Recurring</b>	UCL2L	\$40.00	\$35.00	\$41.61
<b>Non-Recurring</b>				
Non-Recurring 1st	UCL2L	\$514.21	\$340.00	\$395.16
Non-Recurring Add'l	UCL2L	\$464.58	\$300.00	\$217.39
Manual Svc Ord –1st	SOMAN	\$47.00	\$47.00	\$18.94
Manual Svc Ord -Adl	SOMAN	\$21.00	\$21.00	\$8.42
Manual Svc. Ord - Dis	SOMAN	\$17.77		\$142.27/\$37.86
Order Coordination 1 <sup>st</sup> & Add'l.	UCLMC	\$16.00	\$16.00	\$36.46
Disconnect – 1st	UCL2L			
Disconnect – Add'l	UCL2L			
<b>Unbundled Loop Modification*</b>				
Load Coil/Equipment Removal per pair – Loops up to 18 kft.	ULM2L	\$70.04	\$70.04	\$70.04
Load Coil/Equipment Removal per pair – Loops > 18kft First/Add'l	ULM2G	\$765.29/\$23.74	\$765.29/\$23.74	\$765.29/\$23.74
Bridged Tap Removal per pair unloaded	ULMBT	\$105.34	\$105.34	\$105.34
<b>Loop Make-Up Service Inquiry*</b>				
Per Service Inquiry	UMKLP	\$233.75	\$233.75	\$176.88

\* These rates are interim rates, subject to true-up

<b>2-Wire Unbundled Copper Loop (18kft or less)*</b>	<b>USOC</b>	<b>Exhibit 4-KY Kentucky Rates</b>	<b>Exhibit 5-LA Louisiana Rates</b>	<b>Exhibit 6-MS Mississippi Rates</b>
<b>Recurring</b>	UCLPB	\$11.89	\$21.00	\$14.83
<b>Non-Recurring</b>				
Non-Recurring 1st	UCLPB	\$713.50	\$340.00	\$504.82
Non-Recurring Add'l	UCLPB	\$609.44	\$300.00	\$456.24
Manual Svc Ord –1st	SOMAN	\$47.00	\$18.14	\$25.52
Manual Svc Ord -Adl	SOMAN	\$21.00	\$8.06	\$11.34
Manual Svc. Ord - Dis	SOMAN	\$17.77	\$11.41	\$16.06
Order Coordination 1 <sup>st</sup> & Add'l.	UCLMC	NA	\$32.77	\$45.27
Disconnect – 1st	UCLPB		\$72.54	\$105.86
Disconnect – Add'l	UCLPB		\$39.42	\$57.25
<b>2-Wire Unbundled Copper Loop (&gt; 18kft)*</b>				
<b>Recurring</b>	UCL2L	\$40.00	\$37.00	\$45.00
<b>Non-Recurring</b>				
Non-Recurring 1st	UCL2L	\$713.50	\$340.00	\$504.82
Non-Recurring Add'l	UCL2L	\$609.44	\$300.00	\$456.24
Manual Svc Ord –1st	SOMAN	\$47.00	\$18.14	\$25.52
Manual Svc Ord -Adl	SOMAN	\$21.00	\$8.06	\$11.34
Manual Svc. Ord - Dis	SOMAN	\$17.77	\$11.41	\$16.06
Order Coordination 1 <sup>st</sup> & Add'l.	UCLMC	NA	\$32.77	\$45.27
Disconnect – 1st	UCL2L		\$72.54	\$105.86
Disconnect – Add'l	UCL2L		\$39.42	\$57.25
<b>Unbundled Loop Modification*</b>				
Load Coil/Equipment Removal per pair – Loops up to 18 kft.	ULM2L	\$70.04	\$70.04	\$70.04
Load Coil/Equipment Removal per pair – Loops > 18kft First/Add'l	ULM2G	\$765.29/\$23.74	\$765.29/\$23.74	\$765.29/\$23.74
Bridged Tap Removal per pair unloaded	ULMBT	\$105.34	\$105.34	\$105.34
<b>Loop Make-Up Service Inquiry*</b>				
Per Service Inquiry	UMKLP	\$233.75	\$233.75	\$233.75

\* These rates are interim rates, subject to true-up

<b>2-Wire Unbundled Copper Loop (18kft or less)*</b>	<b>USOC</b>	<b>Exhibit 7-NC North Carolina Rates</b>	<b>Exhibit 8- SC South Carolina Rates</b>	<b>Exhibit 9-TN Tennessee Rates</b>
<b>Recurring</b>	UCLPB	\$14.60	\$20.81	\$12.16
<b>Non-Recurring</b>				
Non-Recurring 1st	UCLPB	\$504.90	\$600.61	\$270.01
Non-Recurring Add'l	UCLPB	\$456.17	\$507.33	\$234.63
Manual Svc Ord –1st	SOMAN	\$26.94	\$25.52	
Manual Svc Ord -Adl	SOMAN	\$12.76	\$47.00	
Manual Svc. Ord - Dis	SOMAN		\$21.00	
Order Coordination 1 <sup>st</sup> & Add'l.	UCLMC	\$45.34	\$45.43	\$34.29
Disconnect – 1st	UCLPB	\$90.55		\$74.54
Disconnect – Add'l	UCLPB	\$48.40		\$39.14
<b>2-Wire Unbundled Copper Loop (&gt; 18kft)*</b>				
<b>Recurring</b>	UCL2L	\$35.00	\$40.00	\$35.00
<b>Non-Recurring</b>				
Non-Recurring 1st	UCL2L	\$504.90	\$600.61	\$270.01
Non-Recurring Add'l	UCL2L	\$456.17	\$507.33	\$234.63
Manual Svc Ord –1st	SOMAN	\$26.94	\$25.52	
Manual Svc Ord -Adl	SOMAN	\$12.76	\$47.00	
Manual Svc. Ord - Dis	SOMAN		\$21.00	
Order Coordination 1 <sup>st</sup> & Add'l.	UCLMC	\$45.34	\$45.43	\$34.29
Disconnect – 1st	UCL2L	\$90.55		\$74.54
Disconnect – Add'l	UCL2L	\$48.40		\$39.14
<b>Unbundled Loop Modification*</b>				
Load Coil/Equipment Removal per pair – Loops up to 18 kft.	ULM2L	\$71.02	\$70.04	\$70.04
Load Coil/Equipment Removal per pair – Loops > 18kft First/Add'l	ULM2G	\$776.42/\$24.21	\$765.29/\$23.74	\$765.29/\$23.74
Bridged Tap Removal per pair unloaded	ULMBT	\$82.44	\$105.34	\$105.34
<b>Loop Make-Up Service Inquiry*</b>				
Per Service Inquiry	UMKLP	\$233.75	\$233.75	\$233.75

\* These rates are interim rates, subject to true-up