

BellSouth Telecommunications, Inc.
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January 16, 2003

Marshall M. Criser III
Vice President
Regulatory & External Affairs

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Mrs. Blanca S. Bayo
Director, Division of Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

030055-TP

Re: Approval of Amendment to the Interconnection, Unbundling, Resale, and Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Global Connection Inc. of America pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant the Telecommunications Act of 1996, BellSouth and Global Connection Inc. of America are submitting to the Florida Public Service Commission their negotiated agreement for the interconnection, unbundling of specific network elements, collocation of BellSouth networks, and resale of their telecommunications services to Global Connection Inc. of America. The agreement was negotiated pursuant to sections 251, 252 and 271 of the Act. The initial agreement between the companies was filed in FPSC Docket No. 021153-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting this amendment to the negotiated agreement between BellSouth and Global Connection Inc. of America within 90 days of its submission. The Act provides that the Commission may only reject such an amendment if it finds that the amendment, or any portion of the amendment, discriminates against a telecommunications carrier not a party to the amendment or if the implementation of the amendment or any portion of the amendment is not consistent with the public interest, convenience and necessity. Both parties agree that neither of these reasons exists as to the amendment they have negotiated. Therefore, this amendment should be deemed effective by operation of law on April 16, 2003.

Very truly yours,


Regulatory Vice President (LA)

DOCUMENT NUMBER DATE

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FPSC-COMMISSION CLERK

**AMENDMENT
TO THE
AGREEMENT BETWEEN
GLOBAL CONNECTION INC. OF AMERICA AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JANUARY 23, 2002**

Pursuant to this Amendment, (the "Amendment") Global Connection Inc. of America ("Global Connection") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated January 23, 2002 ("Agreement").

WHEREAS, BellSouth and Global Connection entered into the Agreement on January 23, 2002, 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. Attachment 7, Billing and Billing Accuracy Certification, Section 1.8, Deposit Policy, is hereby deleted in its entirety and replaced with a new Section 1.8, Deposit Policy, as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
2. All of the other provisions of the Agreement, dated January 23, 2002, shall remain in full force and effect.
3. 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 hereto have caused this Amendment to be executed by their respective duly authorized representatives and shall be deemed effective the date of the last signature of both Parties.

BellSouth Telecommunications, Inc.

By: *Basim A. Boddan*
 Name: BASIM A BODDAN
 Title: Director of Operations
 Date: 11/18/02

Global Connection Inc. of America

By: *Elizabeth P. A. Shiriski*
 Name: Elizabeth P. A. Shiriski
 Title: Assistant Director
 Date: 11/19/02

Attachment 7 - Billing and Billing Accuracy Certification

1.8 Deposit Policy. Global Connection shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security. The fact that a security deposit has been made in no way relieves Global Connection from complying with BellSouth's regulations as to advance payments. Any such security deposit shall in no way release Global Connection from its obligation to make complete and timely payments of its bill. Global Connection shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security. Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing.

When BellSouth requests a deposit, BellSouth is willing to provide Global Connection a written explanation as to why a deposit has been requested. BellSouth shall apply all credit standards to Global Connection on a non-discriminatory basis. The Parties will work together to determine the amount of a reasonable deposit. If the Parties are unable to agree, either Party may petition the Commission for resolution of the dispute. The state where the complaint is heard shall be chosen by BellSouth and shall apply to all states in which Global Connection does business with BellSouth. In the event the dispute is not resolved within sixty days, and Global Connection fails to remit to BellSouth any deposit requested pursuant to this Section, service to Global Connection may be terminated, and any security deposits will be applied to Global Connection's account(s). In the event Global Connection defaults on its account, service to Global Connection will be terminated, and any security deposits will be applied to its account.

