



ORIGINAL

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March 7, 2007

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

RECEIVED-FPSC
07 MAR 12 PM 4:28
COMMISSION
CLERK

070165-TP

Re: Approval of two Amendments to the interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and Interactive Services Network, Inc d/b/a ISN Telcom

Dear Mrs. Bayo:

Please find enclosed for filing and approval, the original and two copies of BellSouth Telecommunications, Inc.'s two Amendments to interconnection, unbundling, resale and collocation Agreement with Interactive Services Network, Inc d/b/a ISN Telcom

The underlying agreement was filed on February 18, 2003 in docket 030186-TP

If you have any questions, please do not hesitate to call Robyn Holland at (850) 577-5551.

Very truly yours,

Gregory A. Hendrix /RN
Regulatory Vice President

DOCUMENT NUMBER - DATE

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FPSC-COMMISSION CLERK

**Amendment to the Interconnection Agreement
Between
Interactive Services Network, Inc. d/b/a ISN Telcom and
BellSouth Telecommunications, Inc.
Dated 2/22/2003**

This Amendment is entered into by and between Interactive Services Network, Inc. d/b/a ISN Telcom, Inc. (ISN) and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties," to amend that certain Interconnection Agreement between the Parties dated 2/22/2003 ("Interconnection Agreement") to be effective as of the date of the last signature to the amendment.

WHEREAS, the Parties desire that the Interconnection Agreement be amended to change the physical address list in the Notice section of the General Terms and Conditions.

NOW, THEREFORE, in consideration of the mutual promises and covenants 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 General Terms and Conditions, Notice section, is hereby modify to the following:

Interactive Services Network, Inc. d/b/a ISN Telcom
Jonathan Lieberman
1035 NE 125TH St. Suite 300
North Miami, FL 33161
305-677-5090
e-mail: jlieberman@isncom.com

2. All of the other provisions of the Interconnection Agreement, dated 2/22/2003, shall remain in full force and effect.

3. Either or both of the Parties is authorized to submit this Amendment to each Public Service Commission for approval subject to Section 252(e) of the Telecommunications Act of 1996.

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

By: *Kristen E. Shore*

Name: Kristen Shore

Title: Director

Date: February 22, 2007

**Interactive Services Network, Inc. dba
ISN Telecom**

By: *Jonathan Lieberman*

Name: Jonathan Lieberman

Title: President & CEO

Date: 2/22/07

**AMENDMENT
TO THE
AGREEMENT BETWEEN
Interactive Services Network, Inc. d/b/a ISN Telcom
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED February 22, 2003**

Pursuant to this Amendment, (the "Amendment"), Interactive Services Network, Inc. d/b/a ISN Telcom ("ISN"), 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 22, 2003 ("Agreement"). The amendment will be Effective after the date of the last signature executing the Amendment.

WHEREAS, the Agreement between the Parties became effective on February 22, 2003;

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 add the following language to Attachment 3 of the Agreement effective February 22, 2003:

3.22 Multiple Tandem Access (MTA) Interconnection

3.22.1 Where ISN does not choose access tandem interconnection at every BellSouth Access Tandem within a LATA, ISN must utilize BellSouth's MTA interconnection. To utilize MTA ISN must establish an interconnection trunk group(s) at a minimum of one (1) BellSouth Access Tandem within each LATA as required. BellSouth will route ISN's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. ISN must also establish an interconnection trunk group(s) at all BellSouth Access Tandems where ISN NXXs are homed as described in Section 1.2 above. If ISN does not have NXXs homed at any particular BellSouth Access Tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth Access Tandem, ISN can order MTA in each BellSouth Access Tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate ISN's Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to end users served through those BellSouth Access Tandems where ISN does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

3.22.2 ISN may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an IXC. Switched access traffic originated by or terminated to ISN will be delivered to

and from IXCs based on ISN's NXX access tandem homing arrangement as specified by ISN in the LERG.

- 3.22.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A and shall be billed in addition to any Call Transport and Termination charges.
- 3.22.4 To the extent ISN does not purchase MTA in a LATA served by multiple Access Tandems, ISN must establish an interconnection trunk group(s) to every Access Tandem in the LATA to serve the entire LATA. To the extent ISN routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, ISN shall pay BellSouth the associated MTA charges.
- 4 All of the other provisions of the Agreement, dated February 22, 2003, 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 have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

**Interactive Services Network d/b/a ISN
Telcom**

By: *Kristen E. Shore*

By: *Jonathan Lieberman*

Name: Kristen Shore

Name: Jonathan Lieberman

Title: Director

Title: President & CEO

Date: 2/21/07

Date: 2/8/07