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 150 South Monroe Street  
 Tallahassee, Florida 32301-1556

Marshall M. Criser III  
 Regulatory Vice President

April 8, 1999

990464-TP

RECORDS AND  
 REPORTING

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

Re: Docket ~~990292-TP~~ Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and DLSnet Communications, LLC pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and DLSnet Communications, LLC are submitting to the Florida Public Service Commission an amendment to their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to DLSnet Communications, LLC.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and DLSnet Communications, LLC within 90 days of its submission. The Act provides that the Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties aver that neither of these reasons exist as to the agreement they have negotiated and therefore, are very hopeful that the Commission shall approve their agreement.

Very truly yours,

*Marshall M. Criser III*  
 Regulatory Vice President  
 (21)

DOCUMENT NO.
04582-99
Apr. 8

AMENDMENT TO  
INTERCONNECTION AGREEMENT BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, INC.  
AND DSLNET COMMUNICATIONS, LLC  
DATED FEBRUARY 16, 1999

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth or Company") and DSLnet Communications, LLC ("DSL") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated February 16, 1999 ("Interconnection Agreement").

WHEREAS, DSL and BellSouth adopted in its entirety the DIECA Communications, Inc., d/b/a Covad Communications Company Interconnection Agreement executed December 1, 1998; and

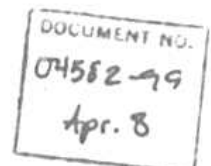
WHEREAS, the Parties have agreed to amend certain section of the Interconnection Agreement;

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, BellSouth and DSL hereby covenant and agree as follows:

1. The Parties hereby agree the definition of Local Traffic as set forth in Part B of the General Terms and Conditions Section of the Interconnection Agreement is hereby deleted in its entirety and replaced with the following revised definition:

Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS"). The terms Exchange and EAS exchanges are defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Until the Commission, the FCC or a court of competent jurisdiction determines, in a final and non-appealable order ("Order"), whether Enhanced Service Provider ("ESP") and Information Service Provider ("ISP") traffic is within the definition of Local Traffic, such traffic will be held for payment until the jurisdiction of such traffic is determined. The Parties will maintain billing records identifying all such Enhanced Service Provider and Information Service Provider traffic and will adjust, if necessary, their mutual compensation billing for such local termination consistent with the final Commission, FCC or court decision. The period of adjustment shall be from the effective date of this Agreement to the date the order of the Commission, the FCC or the court becomes final and non-appealable.

2. The Parties agree that Section 1.1 of Attachment 3 of the Interconnection Agreement is hereby deleted in its entirety and replaced with a revised Section 1.1 as follows:



1.1

Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS"). The terms Exchange and EAS exchanges are defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Until the Commission, the FCC or a court of competent jurisdiction determines, in a final and non-appealable order ("Order"), whether Enhanced Service Provider ("ESP") and Information Service Provider ("ISP") traffic is within the definition of Local Traffic, such traffic will be held for payment until the jurisdiction of such traffic is determined. The Parties will maintain billing records identifying all such Enhanced Service Provider and Information Service Provider as stated in the General Terms and Conditions of this Agreement.

3. The Parties agree that all of the other provisions of the Interconnection Agreement, dated February 16, 1999 shall remain in full force and effect.


4. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, 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.

\_\_\_\_\_  
BellSouth Telecommunications, Inc.

By:   
Jerry D. Hendrix - Director

DATE: 3/31/99

 VP Operations  
DSL.net, INC., Sole Member and  
Managing entity of DSLnet Communications,  
LLC

By: Alan A. Bolduc VP Operations

DATE: 3/29/99