

BellSouth Telecommunications, Inc 850 224-7798
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150 South Monroe Street
Tallahassee, Florida 32301-1556

Marshall M. Criser III
Regulatory Vice President

November 12, 1999

ORIGINAL

RECORDS AND REPORTING

NOV 12 PM 4:43

RECEIVED FPSC

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

991710-TP

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and @Link Networks, Inc. (formerly Dakota Services, LTD) 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 @Link Networks, Inc. (formerly Dakota Services, LTD) 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 @Link Networks (formerly Dakota Services, LTD). The Commission approved the initial agreement between the companies in Order 98-1148 issued August 25, 1998 in Docket 980629-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and @Link Networks (formerly Dakota Services, LTD) 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

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

**AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
DAKOTA SERVICES, LTD. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED APRIL 8, 1998**

Pursuant to this Agreement, (the "Amendment") Dakota Services, LTD. ("Dakota") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated April 8, 1998 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Attachments hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Dakota has agreed to convey all its rights and interest in the Resale Agreement to @Link, a Wisconsin corporation. BellSouth hereby consents to and authorizes such conveyance. The name of Dakota in the Interconnection Agreement is hereby deleted throughout the Interconnection Agreement and replaced with @Link Networks, Inc. ("@link").
2. Attachment 1 of this Amendment, Statement of Assumption of Services and All Outstanding Indebtedness and Future Charges, as signed by authorized party of @Link, is hereby made an attachment to the Interconnection Agreement.
3. Attachment 2 of this Amendment, Authorization for Transfer and Release Notice, as signed by authorized party of Dakota, is hereby made an attachment to the Interconnection Agreement.
4. All of the other provisions of the Interconnection Agreement, dated April 8, 1998, shall remain in full force and effect.
5. Either or both of the Parties are authorized to submit this Amendment to each Public Service Commission 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.

@Link Networks, Inc.

By: 

Name: Ted Lasser

Title: President

Date: 8/13/99

BellSouth Telecommunications, Inc.

By: 

Name: Jerry Hendrix

Title: Senior Director

Date: 8/20/99

STATEMENT OF ASSUMPTION OF SERVICES AND ALL OUTSTANDING INDEBTEDNESS AND FUTURE CHARGES


For and in consideration of the mutual promises contained herein, BellSouth Telecommunications, Inc. ("BellSouth") and @Link Networks, Inc. ("@Link") agree as follows:


1. BellSouth agrees, pursuant to the terms of this Attachment to the Amendment to the Resale Agreement between BellSouth and @Link, assignee of Dakota, to furnish telecommunications services to @Link pursuant to the terms of the Interconnection Agreement, as amended, or pursuant to BellSouth's tariffs.
2. @Link hereby agrees that any transfer of service through the sale, merger, consolidation, acquisition, or any other corporate buy-sell agreement shall be in accordance with the requirements of the Interconnection Agreement, applicable tariffs or other agreement(s) between BellSouth and @Link in effect at the time of the sale, merger, consolidation, acquisition or buy-sell arrangement.
3. @Link hereby assumes all obligations for services provided to Dakota under the Interconnection Agreement and agrees to pay BellSouth, upon demand, account security, applicable service ordering charges, future, current, past due and presently outstanding bills which are attributed to Dakota or @Link for such services pursuant to the applicable tariff or Interconnection Agreement.
4. @Link specifically agrees to pay all bills and charges for billing account numbers specified in Attachment 2 hereof that were incurred during the time period the account was in the name of Dakota, as well as any and all charges incurred on the billing account numbers specified in Attachment 2 and any other billing account numbers established by @Link during the time period that @Link is a customer.
5. @Link specifically agrees to assume the unexpired portion of the minimum term, and any termination liability, applicable to such services.
6. @Link agrees that the requirements of this Agreement also apply even where Dakota requests a final bill on its billing accounts.
7. The undersigned is a duly authorized representative of @Link and by the authority granted to the undersigned by Dakota is authorized to bind @Link to the terms and conditions contained herein.
8. Signed this 13th day of August 1999.

@Link Billing Name & Address:

BellSouth Telecommunications, Inc.

@link Networks, Inc.
20825 Swenson Drive, Suite 150
Waukesha, WI 53186

By: 
 (Signature)
Ted Lasser
 (Print Name)
President
 (Title)

By: 
 (Signature)
Jerry Hendrix
 (Print Name)
Senior Director
 (Title)

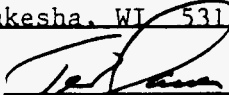
AUTHORIZATION FOR TRANSFER AND RELEASE NOTICE

For and in consideration of the consent of BellSouth Telecommunications, Inc. ("BellSouth") to transfer services from Dakota Services, LTD. ("Dakota") to @Link Networks, Inc. ("@Link"), Dakota hereby agrees as follows:

1. Dakota agrees to transfer services in its name to @Link, specifically including attached billing account number(s) and all services billed thereunder, and hereby relinquishes all claims to such billing accounts, together with all rights, privileges, refund rights and credits which may accrue and have not yet been actually provided to Dakota.
2. Payment of any refund or extension of any credit or other rights required by law in connection with the above must be made by BellSouth in the manner and to the person required by the applicable tariff or regulatory authority, notwithstanding anything to the contrary in this document.
3. Notwithstanding any agreement between Dakota and @Link to the contrary, Dakota recognizes that under applicable tariffs and other agreements between BellSouth and Dakota, BellSouth is authorized to demand from Dakota, current, past due and presently outstanding bills which are attributed to Dakota.
4. Notwithstanding any agreement between Dakota and @Link to the contrary, Dakota recognizes that under applicable tariffs and agreements, the transfer of service(s) as described herein does not relieve or discharge Dakota from remaining jointly or severally liable with @Link for any obligations existing at the time of transfer.
5. Signed this 13th day of August 1999.

Dakota Billing Name & Address:

@link Networks, Inc.
20825 Swenson Drive, Suite 150
Waukesha, WI 53186

By: 
(Signature)