

**AMENDMENT  
TO THE  
INTERCONNECTION AGREEMENT BETWEEN  
PHONE LINK, INC. AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED MARCH 12, 2001**

Pursuant to this Amendment, (the "Amendment"), Phone Link, Inc. and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated March 12, 2001 ("Agreement")

WHEREAS, BellSouth and Phone Link, Inc. entered into the Agreement on March 12, 2001, 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. The Parties agree to add Exhibit A, attached hereto as Exhibit 1, to Attachment 7 of the Agreement.
2. All of the other provisions of the Agreement, dated March 12, 2000, shall remain in full force and effect.
3. 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.

**Phone Link, Inc.**

**BellSouth Telecommunications, Inc.**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# **EXHIBIT 1**

BELLSOUTH/PHONE LINK, INC. RATES  
 ODUF/ADUF/CMDS

DESCRIPTION	RATES BY STATE									
	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
<b>ODUF: Recording, per message</b>	N/A	\$0.0002	\$0.008	\$0.0001275	\$0.0008611	\$0.00019	\$0.0001179	\$0.0003	\$0.0002862	\$0.008
<b>ODUF: Message Processing, per message</b>	N/A	\$0.0033	\$0.004	\$0.0082548	\$0.0032357	\$0.0024	\$0.0032089	\$0.0032	\$0.0032344	\$0.004
<b>ADUF: Message Processing, per message</b>	N/A	\$0.004	\$0.004	\$0.0136327	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
<b>CMDS: Message Processing, per message</b>	N/A	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
<b>ODUF: Message Processing, per magnetic tape provisioned</b>	N/A	\$55.19	\$54.95	\$28.85	\$55.68	\$47.30	\$54.62	\$54.61	\$54.72	\$54.95
<b>ODUF: Data Transmission (CONNECT:DIRECT), per message</b>	N/A	\$0.00004	\$0.001	\$0.0000434	\$0.0000365	\$0.00003	\$0.0000354	\$0.0004	\$0.0000357	\$0.001
<b>ADUF: Data Transmission (CONNECT:DIRECT), per message</b>	N/A	\$0.001	\$0.001	\$0.0000434	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001
<b>CMDS: Data Transmission (CONNECT:DIRECT), per message</b>	N/A	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001

**NOTES:**

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.