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June 14, 2004

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

Re: Approval of Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and IDT America, Corp. (IDT)

Dear Mrs. Bayo:

Please find enclosed for filing and approval, the original and two copies of BellSouth Telecommunications, Inc.'s Amendment to Interconnection, Unbundling, Resale and Collocation Agreement with IDT America, Corp. (IDT).

If you have any questions, please do not hesitate to call Robyn Holland at (850) 222-9380.

Very truly yours,

Marshall M Criser III/RCV
Regulatory Vice President

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**Amendment
To the
Interconnection Agreement
Between
IDT America, Corp. (IDT)
and
BellSouth Telecommunications, Inc.
Dated June 18, 2003**

Pursuant to this Amendment, (the "Amendment"), IDT America, Corp. (IDT) (IDT America), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 18, 2003 ("Agreement") to be effective 30 days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and IDT America entered into the Agreement on June 18, 2003, and;

WHEREAS, BellSouth and IDT America are amending the Agreement to modify Local Number Portability (LNP) recovery charge pursuant to the Order in the matter of the Telephone Number Portability BellSouth Corporation Petition for Declaratory Ruling and/or Waiver, CC Docket No. 95-116, released April 13, 2004;

WHEREAS, BellSouth and IDT America are amending the Agreement to modify the Intellectual Property Right and Indemnification terms and conditions in General Terms and Conditions;

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 delete in their entirety all rate elements and USOCs identified as "Local Number Portability charges" in Exhibit A of Attachment 2, as specified by the following USOCs: LNPCX, LNPCP, LNPCN, and LNPCCC.
2. The Parties agree to add the following language as Sections 7.1.5 and 5.7.6 of Attachment 3:
 - In addition to other charges specified in this Agreement for Local Number Portability IDT America shall pay to BellSouth the Local Number Portability charges as set forth in Section 13 of the BellSouth FCC No. 1 Tariff;
3. The Parties agree to delete Section 10.1 of General Terms and Conditions in its entirety and replace with a new Section 10.1 as follows:
 - 10.1 Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to

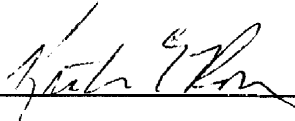
receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter be implied or arise by estoppel. It is the responsibility of each Party to ensure, at no additional cost to the other Party, that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement. Notwithstanding the foregoing, IDT America may use BellSouth's name (1) in response to inquiries of customer or potential customers regarding the source of the underlying service or the identity of repair or service technicians under this Agreement, and (2) IDT America may use the BellSouth name in comparative advertising so long as the reference is truthful and factual, does not relate to the source of the underlying service and does not imply any agency relationship, partnership, endorsement, sponsorship or affiliation by or with BellSouth.

4. All of the other provisions of the Agreement dated June 18, 2003, shall remain unchanged and in full force and effect.
5. 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 have executed this Agreement the day and year written below.

*

BellSouth Telecommunications, Inc.

By: 

Name: Kristen E. Rowe

Title: Director

Date: 06-02-04

IDT America, Corp. (IDT)

By: 

Name: James Courter

Title: President

Date: 5/27/04