

**AMENDMENT TO
INTERCONNECTION AGREEMENT**
by and between
ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS
and
SOS TELECOM, INC.

The Interconnection Agreement, dated August 1, 2006, (“the Agreement”) by and between Illinois Bell Telephone Company d/b/a AT&T Illinois (“AT&T Illinois”) and SOS Telecom, Inc. (“SOS”) is hereby amended as follows:

- (1) The parties agree to delete Section 4.1 of the Resale Appendix and replace with the following:

Where available, AT&T-13STATE will afford CLEC’s End Users the ability to make 911 calls. In the areas served by AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA, AT&T NEVADA and AT&T CONNECTICUT CLEC shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges. When requested by AT&T-13STATE, CLEC shall provide AT&T-13STATE with accurate and complete information regarding CLEC’s End User(s) in a format and time frame prescribed by AT&T-13STATE for purposes of E911 administration. In the areas served by AT&T MIDWEST REGION 5-STATE, any 911 fees or surcharges associated with Resale accounts shall be included by AT&T MIDWEST REGION 5-STATE on CLEC’s invoice and CLEC agrees to pay AT&T MIDWEST REGION 5-STATE all such fees and surcharges. AT&T MIDWEST REGION 5-STATE shall then be responsible for submitting or retaining such 911 fees and surcharges in accordance with the appropriate 911 cost recovery plan applicable to the local jurisdiction.

- (2) All other terms and conditions of the Agreement remain unchanged.
- (3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (5) In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC’s Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC’s MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC’s Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC’s Biennial Review Proceeding; the FCC’s Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) (“TRO Remand Order”); the FCC’s Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) (“Title I Order”); the FCC’s Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC’s Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) (“ISP Compensation Order”), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC’s Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively “Government Actions”). Notwithstanding anything to the contrary in this Agreement

¹ Illinois Bell Telephone Company (previously referred to as “Illinois Bell” or “SBC Illinois”) now operates under the name “AT&T Illinois” pursuant to an assumed name filing with the State of Illinois.

and Amendment , AT&T-Illinois has no obligation to provide unbundled network elements (UNEs) to WSP and shall have no obligation to provide UNEs beyond those that may be required by the Act, if any, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). The Parties acknowledge and agree that AT&T Illinois has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Illinois and as of the date of that election by AT&T Illinois, the FCC Plan shall apply to this Agreement, as more specifically provided in this Agreement and/or any Amendments to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

- (6) This Amendment shall be filed with and is subject to approval by the Illinois Commerce Commission and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 1st day of August, 2006, by AT&T Illinois, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

SOS Telecom, Inc.

By: Jangwoo Jo

Name: JANGWOO JO
(Print or Type)

Title: President
(Print or Type)

Date: 07/26/06

Illinois Bell Telephone Company d/b/a AT&T Illinois by
AT&T Operations, Inc., its authorized agent

By: Rebecca L Sparks

Name: Rebecca L. Sparks
(Print or Type)

Title: Executive Director-Regulatory

Date: 8/1/06

FACILITIES-BASED OCN # 632A

ACNA OXS