

AMENDMENT TO INTERCONNECTION AGREEMENT

On this 17th day of October, 2005, Socket Telecom, LLC ("Socket") and CenturyTel of Missouri, LLC ("CenturyTel") agree to the following amendments to the terms of the AT&T/GTE Agreement as adopted by Socket in Case No. TK-2002-1085 pending completion of their negotiations of a new interconnection agreement and any related mediation, arbitration or litigation that precedes the effective date of such interconnection agreement.

1. VNXX Traffic

Notwithstanding any inconsistent provisions of the AT&T/GTE Agreement, CenturyTel agrees to the following treatment of traffic associated with telephone numbers assigned by Socket to customers and rated to CenturyTel rate centers or to rate centers that share a local calling area or scope with CenturyTel rate centers ("VNXX Numbers"): CenturyTel agrees to translate all Socket VNXX Numbers in its switches such that traffic dialed to the VNXX Numbers will be treated as local, regardless of the physical location of the VNXX customers. CenturyTel agrees that it will not seek "interexchange" treatment of traffic dialed to the VNXX Numbers or otherwise seek to impose access charges upon such traffic.

2. Local Number Porting

Notwithstanding any inconsistent provisions of the AT&T/GTE Agreement, CenturyTel agrees to port to Socket VNXX Numbers in those instances where the customer has changed service provider from CenturyTel to Socket and the request is made in accordance with the Federal Telecommunications Act of 1996 ("Act") and any binding requirements of the Federal Communications Commission ("FCC") and the Public Service Commission of the State of Missouri ("MoPSC"). CenturyTel agrees to port such numbers regardless of the physical or service location of the customer before and after the porting.

3. Direct Connection

Notwithstanding any inconsistent provisions of the AT&T/GTE Agreement, CenturyTel and Socket agree to connect their networks under the following terms and conditions:

To the extent that Socket has assigned or ported to a customer a telephone number that is rated to a CenturyTel rate center, the parties agree to establish a direct connection between each other's network to accommodate the exchange of traffic to or from such customer. Such direct connection shall be established via a point of interconnection ("POI"). The parties agree that on an interim basis POIs will be established as described herein subject to the following physical connection charges:

Socket's physical connection to the CenturyTel switch shall be subject to channel termination charges except to the extent that such physical connection to the switch is included in collocation features obtained by Socket or through a shared collocation arrangement. Where Socket leases transport facilities from CenturyTel to reach and connect to the CenturyTel switch, the channel termination charge is included in the leased transport rates listed below. Where Socket or a third party provides the transport, the monthly channel termination charge is \$24.50 per DS-1 and \$257.83 per DS-3. Muxing or multi-plexing charges will apply where muxing or multi-plexing is required. Other than the charges stated herein, there will be no additional charges to Socket for connecting to the CenturyTel switch for purposes of exchanging traffic.

If, upon arbitration or negotiation of a final agreement, it is determined that no rate should apply for connections when Socket leases transport from a third party to various CenturyTel switches for exchange of traffic covered by this Amendment, any such charges that were paid by Socket under this Amendment will be subject to refund. If, upon arbitration or negotiation of a final agreement, it is determined that a different rate should apply for connections when Socket leases transport from a third party to various CenturyTel switches for exchange of traffic, such rate shall apply on a going forward basis only.

CenturyTel will not require Socket to establish a collocation arrangement, under Section 251(c)(6) or otherwise, for purposes of establishing interconnection. Likewise, in instances where Socket uses the facilities of another party, including but not limited to CenturyTel, for purposes of establishing interconnection, CenturyTel will not require a collocation arrangement, under Section 251(c)(6) or otherwise, for purposes of establishing interconnection. The parties agree that the POI shall be established at the CenturyTel End Office that serves the rate center to which the telephone number is rated, except that if that CenturyTel End Office associated with the rate center to which the telephone number is rated is part of a Host/Remote relationship, the POI shall be established at the Host End Office. Further, to the extent that the End Office associated with the rate center to which the telephone number is rated subtends a CenturyTel or Spectra Communications Group, LLC ("Spectra") Access Tandem in the same calling area as the End Office, then the POI shall be at the CenturyTel or Spectra Access Tandem. The parties shall remain free to select other locations that are mutually acceptable to them. For purposes of this agreement, each set of optional and mandatory MCA exchanges in the same MCA, and interconnected via the CenturyTel and/or Spectra network(s) without going through a tandem of another telecommunications company, shall be treated as a single rate center. Schedule 1 attached hereto describes the host/remote and tandem configuration of CenturyTel and Spectra end offices involved in the MCAs.

Socket shall be responsible for the costs of establishing such direct connection on its side of a POI, and CenturyTel shall be responsible for the costs of establishing such direct connection on its side of a POI. If Socket elects to purchase transport facilities from CenturyTel in order to reach and connect at a POI, CenturyTel shall provide such transport facilities at the following rates:

DS1

Channel Mileage Termination	\$24.50
Channel Mileage Facility	\$0.61

DS3

Channel Mileage Termination	\$257.83
Channel Mileage Facility	\$15.72

CenturyTel agrees to provide such transport facilities, including between an office served by CenturyTel and an office served by Spectra, and including the Spectra or CenturyTel portion to the meet point on any transport between a tandem switch of another telecommunications company and an end office served by CenturyTel. If a transport facility is between an office served by CenturyTel and an office served by Spectra, CenturyTel shall determine with Spectra how to bill and share the charges to Socket, but the total charges shall not exceed the amount that would apply if the facility was between two offices served by CenturyTel.

Except as otherwise provided above, to the extent that Socket assigns to a customer a telephone number that is rated to rate center of a carrier other than CenturyTel (or Spectra), and such rate center is within a local calling area shared with a CenturyTel end office because of Extended Area Service (EAS), a direct connection will only be required (except as noted below) either (1) when traffic between two single switches of Socket and CenturyTel reaches a DS1 level, or (2) when both of the following conditions are met: (a) one-way traffic between two such single switches reaches 112,000 minutes of use (MOU) for three consecutive months, and (b) CenturyTel submits to Socket proof of payment of properly assessed transmitting charges by a third party (not Spectra) in excess of \$672.00 per month. Traffic will be deemed to have reached a DS1 level when traffic studies of average busy hour CCS indicate that the number of trunks necessary to achieve a .001 Grade of Service based upon application of the Erlang B table is equal to or exceeds 24 for three consecutive months, and not before then. Should the conditions reflected in alternative scenario (2) above be met, Socket may at its election pay CenturyTel the difference between the properly assessed transiting charges associated with a single traffic exchange route per month and \$672.00 per month, rather than establish a direct connection. Socket will provide notice of such election under the Notices provisions of the AT&T/GTE Agreement and the associated contact information provided by CenturyTel. CenturyTel will bill Socket pursuant to such election on a quarterly basis together with proof of payment to the third party.

Upon notice and verification that the direct connection requirements have been reached, the parties shall work cooperatively to establish the direct connection.

CenturyTel confirms that it currently has the capacity to establish interconnection with Socket at the POIs and forecasted demand identified in documents exchanged contemporaneously with the negotiation and execution of this agreement, except as specifically advised to the contrary in such documents.

4. Reciprocal Compensation Charges

The parties agree that the AT&T/GTE Agreement provides that they will treat local traffic originated by a party's end users on a "bill and keep" basis with no charges for end office or tandem switching involved in terminating the traffic. Notwithstanding any inconsistent provisions of the AT&T/GTE Agreement, the parties agree that they will not seek reciprocal compensation or end office or tandem switching charges for traffic originated by any party's end users and terminated to VNXX Numbers, but rather will treat such traffic on a "bill and keep" basis.

5. Further Terms and Conditions

As stated above, the provisions of this Agreement shall remain in effect until the AT&T/GTE Agreement is replaced by a new interconnection agreement. The provisions of this Amendment shall retroactively apply as a clarification of the AT&T/GTE Agreement to any open disputes between CenturyTel and Socket to the extent that such disputes involve matters that are addressed herein.

6. Counterparts

The parties may sign this agreement in counterparts, all of which shall be considered one and the same agreement, and shall be fully executed when counterparts have been signed by each of the parties and delivered to the other parties.

[The rest of this page is intentionally left blank and signatures begin on the next page]

IN WITNESS WHEREOF

CenturyTel of Missouri, LLC

By *Sean W. Smith*

Name *Sean W. Smith*

Title *Director-Ext. Affairs*

Socket Telecom, LLC

By _____

Name _____

Title _____

IN WITNESS WHEREOF

CenturyTel of Missouri, LLC

By _____

Name _____

Title _____

Socket Telecom, LLC

By R. Matthew Kohly

Name R. Matthew Kohly

Title Director