

**BellSouth Telecommunications, Inc.**

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**Guy M. Hicks**  
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May 14, 2007

VIA HAND DELIVERY

filed electronically in docket office on 05/14/07

Hon. Sara Kyle  
Chairman  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

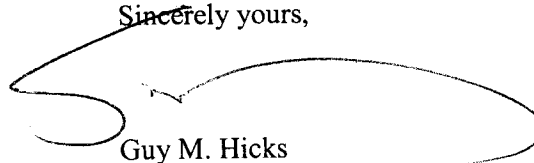
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Vo2 Networx, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*  
Docket No. 07-00115

Dear Chairman Kyle:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Vo2 Networx, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original plus six paper copies and one electronic copy of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated February 16, 2007. The Amendment adds a provision to the Agreement relating to access to the Loop Qualification System.

Thank you for your attention to this matter.

Sincerely yours,

A handwritten signature in black ink, appearing to be "Guy M. Hicks", written over a horizontal line.

Guy M. Hicks

cc: Beau Peyton, Vo2 Networx, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Vo2 Networx, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. \_\_\_\_\_

**PETITION FOR APPROVAL OF THE**  
**AMENDMENT TO THE INTERCONNECTION AGREEMENT**  
**NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.**  
**AND Vo2 NETWORX, INC.**  
**PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, Vo2 Networx, Inc. ("Vo2") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated effective February 16, 2007 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Vo2 and BellSouth state the following:

1. Vo2 and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Vo2. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on March 12, 2007.
2. The parties have recently negotiated an Amendment to the Agreement which adds a provision to the Agreement relating to access to the Loop Qualification System. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Vo2 and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties are authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Vo2 within 90 days of its submission. The Act provides that the TRA 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.

5. Vo2 and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, BellSouth shall make available the entire Interconnection Agreement approved pursuant to 47 USC Section 252.

Vo2 and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 14th day of May, 2007.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

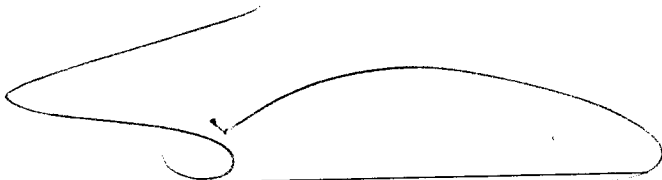
By: 

Guy M. Hicks  
333 Commerce Street, Suite 2101  
Nashville, Tennessee 37201-3300  
(615) 214-6301  
Attorney for BellSouth

### CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 14th day of May, 2007:

Beau Peyton  
Vo2 Networx, Inc.  
1835 Moriah Woods Blvd.  
Memphis, TN 38117

  
Guy M. Hicks

**Amendment to the Agreement  
Between  
Vo2 Networkx, Inc.  
and  
BellSouth Telecommunications, Inc.  
Dated February 16, 2007**

Pursuant to this Amendment, (the "Amendment"), Vo2 Networkx, Inc. ("Vo2"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated February 16, 2007 ("Agreement") to be effective the date of the last signature executing the Amendment ("Effective Date").

**WHEREAS**, BellSouth and Vo2 entered into the Agreement on February 16, 2007, and;

**WHEREAS**, Vo2 has requested access to the Loop Qualification System ("LQS"). LQS was originally designed as an internal tool utilized by BellSouth and Internet Service Providers ("ISPs") selling BellSouth Digital Subscriber Line ("DSL") Service to determine if a telephone number(s) at a specific service address qualified for BellSouth DSL Service.

1. The Parties agree to add the following language to Attachment 2 of the Agreement:
  - 2.10 In consideration of the terms and conditions enumerated below, BellSouth hereby agrees to provide Vo2 access to LQS and a bulk list of DSL qualified customers from LQS ("Bulk List") on a nondiscriminatory basis in the same manner that BellSouth may provide to itself when ordering the same service on behalf of its customers.
    - 2.10.1 BellSouth makes no claim as to the accuracy or completeness of either LQS or the Bulk List.
    - 2.10.2 Vo2 is responsible for complying with local, state, and federal law in its use of the Bulk List for the purpose of, but not limited to, marketing of service through direct mail or telemarketing. Furthermore, Vo2 hereby agrees to refrain from abusive telemarketing practices.
    - 2.10.3 Vo2 agrees that it will use the LQS information and the Bulk List and/or any information directly derived from the Bulk List for the sole purpose of qualifying and selling its own DSL services (whether by itself or in a package of other offerings) or BellSouth's wholesale DSL services.
    - 2.10.4 Vo2 will not use the Bulk List for the purpose of conducting research, marketing, qualifying, or selling products and/or services other than its own DSL services or BellSouth's wholesale DSL services.

- 2.10.5 Vo2 will not provide the Bulk List, any portion or portions of the Bulk List, copies of the Bulk List, or any information derived directly from the Bulk List to others without the prior written consent of the BellSouth.
- 2.10.6 Vo2 acknowledges and agrees to the BellSouth's right to revoke and terminate the use of the Bulk List by Vo2. The BellSouth may exercise this right of revocation and/or termination at any time, for any purpose, by oral or written notice to Vo2. In such event, Vo2 agrees to immediately destroy or return all copies and/or components of the Bulk List. For purposes of this paragraph, the term "immediately" shall be defined as a period of time not to exceed forty-eight (48) hours.
2. All of the other provisions of the Agreement, dated February 16, 2007, shall remain in full force and effect.
3. 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 Amendment the day and year written below.

**BellSouth Telecommunications, Inc.**

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 4/25/07

**Vo2 Network, Inc.**

By: Beau Peyton

Name: Beau Peyton

Title: COO

Date: 4-23-07