

**Amendment to the DSO Service Agreement  
Between  
MCImetro Access Transmission Services LLC  
And  
BellSouth Telecommunications, Inc.  
d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana,  
AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee**

Pursuant to this amendment ("Amendment"), MCImetro Access Transmission Services LLC ("CUSTOMER") and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T") (collectively, the "Parties") agree to amend that certain DSO Services Agreement between the Parties dated April 1, 2005 ("Agreement"). This Amendment shall be effective as of the date both Parties have executed it ("Amendment Effective Date") and shall remain in effect during the term of the Agreement.

**WHEREAS**, the Parties entered into a subsequent amendment to the Agreement executed March 12, 2009, which extended the current Agreement to June 30, 2009, and continue to operate under the Agreement as amended; and

**NOW, THEREFORE**, in consideration of the mutual provisions contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree that Sections 3.2 and 3.2.1 of the General Terms and Conditions of the Agreement, as amended, are deleted in their entirety and replaced with the following:
  - 3.2 The Parties agree that they shall continue negotiations for a successor agreement to be effective beginning on the expiration date of this Agreement. If the Parties have not reached agreement within five (5) days prior to the expiration of the Term of this Agreement negotiations for a new Agreement shall cease unless otherwise mutually agreed to by the Parties, and the Parties shall develop a transition plan. The failure to develop a transition plan shall not constitute a breach of this Agreement.
    - 3.2.1 Notwithstanding the Parties reaching a mutual agreement regarding negotiations as referenced in 3.2, if the Parties are unable to agree on a new agreement prior to July 31, 2009, AT&T, at its discretion, may provide CARRIER fifteen (15) days notice after which CARRIER shall not be entitled to place any orders for the purchase of Services or make changes to the Services other than transitioning the Services from this Agreement during the transition period. Said transition plan shall not exceed nine (9) months unless mutually agreed to by the Parties.
    - 3.2.2 In the event the Parties are unable to agree upon a transition plan, AT&T may, at its discretion, and in accordance with this Section 3.2.2, terminate all or any of the Services at any time after six months after the expiration or termination date of the Agreement. In such event that Services exist after the termination or expiration of the Term of this Agreement, the rates and terms for such Services shall be the rates and terms for Services in effect as of June 30, 2009, to the date such Services are actually transitioned, except that such rates may be raised or lowered by AT&T upon sixty (60) days Notice,

which Notice shall not be provided before August 1, 2009. The Parties shall cooperate in good faith to effect an orderly transition of CUSTOMER's End Users before Services are terminated upon expiration or termination of this Agreement.

2. Anything to the contrary in the Agreement notwithstanding, the Parties agree that the rates for Services during the period from the Amendment Effective Date through June 30, 2009, shall be the rates in effect as of June 3, 2008 (including the port rate increase effective as of June 3, 2008, as set forth in that certain letter from AT&T to Customer dated April 3, 2008).
3. The Parties agree that, except for the changes set forth in Paragraphs 1 and 2 of this Amendment, all other provisions of the Agreement are unchanged and remain in full force and effect.
4. AT&T reserves the right to file a copy of the fully executed Amendment with the FCC under 47 U.S.C. § 211, if AT&T believes it is required to do so.

MCImetro Access Transmission Services LLC

BellSouth Telecommunications, Inc. d/b/a AT&T  
Alabama, AT&T Florida, AT&T Georgia, AT&T  
Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T  
North Carolina, AT&T South Carolina and AT&T  
Tennessee by AT&T Operations, Inc., its authorized  
agent

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

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

Printed: **Peter H. Reynolds** \_\_\_\_\_

Printed: Rebecca L. Sparks

Title: Director  
(Print or Type)

Title: **EXECUTIVE DIRECTOR - REGULATORY**

Date: July 6, 2009

Date: 7/7/09