

**AMENDMENT  
TO THE  
INTERCONNECTION AGREEMENT BETWEEN  
CBEYOND COMMUNICATIONS, LLC  
AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED NOVEMBER 10, 2000**

Pursuant to this Amendment, (the "Amendment"), Cbeyond Communications, LLC, Inc. ("Cbeyond"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated November 10, 2000 ("Agreement").

WHEREAS, BellSouth and Cbeyond Communications, LLC entered into the Agreement on November 10, 2000, and;

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 Interconnection Agreement entered into between Cbeyond and BellSouth is hereby amended to delete Sections 6.1.2, 6.1.3, 6.1.3.1, 6.1.3.2 and 6.1.4 of Attachment 3 in its entirety and replace it with new Sections 6.1.2 and 6.1.3 of Attachment 3 as follows:
  - 6.1.2 ISP-bound Traffic is defined as calls to an Information Service Provider or Internet Service Provider ("ISP") that are dialed using a local dialing pattern (7 or 10 digits) by a calling party in one exchange or local calling area to an ISP server or modem in the same exchange or local calling area. ISP-bound Traffic is not considered Local Traffic subject to reciprocal compensation, but instead is information **access**.
  - 6.1.3 The Parties will compensate each other on a bill and keep basis for the transport and termination of Local Traffic and ISP-bound traffic.
2. All of the other provisions of the Agreement, dated November 10, 2000, shall remain in full force and effect.
3. Either or both of the Parties is 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 hereto have caused this  
Amendment to be executed by their respective duly authorized  
representatives on the date indicated below.

**Cbeyond Communications, LLC**

By: Original Signature on File

Name: Julia O. Strow

Title: Vice President

Date: 6/8/2001

**BellSouth Telecommunications, Inc.**

By: Original Signature on File

Name: C. W. Boltz

Title: Managing Director

Date: 6/19/01