

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

Pursuant to this Amendment, (the "Amendment"), Cbeyond Communications, LLC ("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") to be effective upon the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Cbeyond 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. Section 2.4 of the General Terms and Conditions of Cbeyond's interconnection Agreement signed on November 10, 2000 is deleted in it's entirety and replaced with the following Section 2.4:

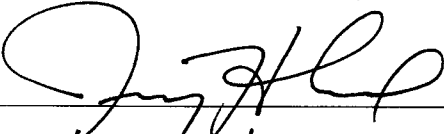
Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and either no arbitration proceeding has been filed in accordance with Section 2.3 above, or the Parties have not mutually agreed (where permissible) to extend the arbitration window for petition the applicable Commission(s) for resolution of those terms upon which the Parties have not agreed, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth or Cbeyond terminates this Agreement as provided above, BellSouth shall continue to offer services to Cbeyond pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the applicable Commission(s). If any state Commission has not approved a BellSouth SGAT, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to provide services to Cbeyond pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effect as of the Effective Date stated in the Subsequent Agreement.

2. All of the other provisions of the Agreement, dated November 10, 2000 shall remain in full force and effect.

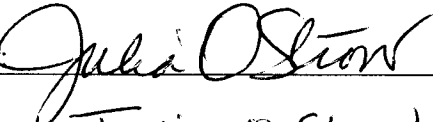
3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

**BellSouth Telecommunications, Inc.**

By:   
Name: Jerry D. Hendrix  
Title: AVPICS Marketing  
Date: 10/17/03

**Cbeyond Communications, LLC**

By:   
Name: Julia O Strow  
Title: Vice President  
Date: 10-14-03