

**Amendment to the Agreement
Between
Memphis Networkx, LLC
and
BellSouth Telecommunications, Inc.
Dated March 24, 2006**

Pursuant to this Amendment, (the "Amendment"), Memphis Networkx, LLC (NTWX), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated March 24, 2006 (Agreement) to be effective the date of the last signature executing the Amendment (Effective Date).

WHEREAS, BellSouth and NTWX entered into the Agreement on March 24, 2006, and;

WHEREAS, NTWX 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 NTWX 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 NTWX 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, NTWX hereby agrees to refrain from abusive telemarketing practices.
 - 2.10.3 NTWX 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 NTWX 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 NTWX 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 NTWX acknowledges and agrees to the BellSouth's right to revoke and terminate the use of the Bulk List by NTWX. The BellSouth may exercise this right of revocation and/or termination at any time, for any purpose, by oral or written notice to NTWX. In such event, NTWX 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 March 24, 2006, 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: 

Name: Kristen E. Shore

Title: Director

Date: 2/13/07

Memphis Networx, LLC

By: 

Name: Joyce J. Patterson

Title: Director - Customer Support

Date: 02/06/2007