

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
DELTACOM, LLC D/B/A EARTHLINK BUSINESS  
AND  
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T GEORGIA, AT&T  
NORTH CAROLINA AND AT&T TENNESSEE**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T GEORGIA, AT&T NORTH CAROLINA and AT&T TENNESSEE ("AT&T ALABAMA, GEORGIA, NORTH CAROLINA AND TENNESSEE") and DeltaCom, LLC d/b/a EarthLink Business ("CLEC"). AT&T ALABAMA, GEORGIA, NORTH CAROLINA AND TENNESSEE and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, AT&T ALABAMA, GEORGIA, NORTH CAROLINA AND TENNESSEE and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), and as subsequently amended (the "Agreement"); and

**WHEREAS**, the Parties desire to amend the Agreement to modify existing procedures for Percent Local Usage Factors between the Parties; and

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **PERCENT LOCAL USAGE FACTORS**
  - 2.1. Each Party will provide to the other, an annual report with Percent Local Usage (PLU) calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination.
  - 2.2. PLU factors will be calculated during the 2nd quarter of the current year based on the amount of actual volume delivered during the 1st quarter of the same year.
  - 2.3. The frequency of PLU updates is hereby adjusted from quarterly to annually.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
6. For all States except Arkansas, Ohio, California, and Wisconsin: This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date"). For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing ("Amendment Effective Date"). For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91<sup>st</sup> day after filing ("Amendment Effective Date"). For California: Pursuant to Resolution ALJ 181, this filing will become effective, absent

rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended ("Amendment Effective Date"). For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment ("Amendment Effective Date").