

**FIRST AMENDMENT
TO THE
VERIZON PARTNER SOLUTIONS
MASTER SERVICES AGREEMENT**

This Amendment No. 1 (this "**Amendment No. 1**") to that certain Verizon Partner Solutions Master Services Agreement (the "**MSA**"), dated as of February 6, 2007, by and between Verizon Internet Services Inc. ("**Customer**") and Verizon Services Corp., on behalf of the Verizon operating telephone companies identified on Attachment 1 thereto (individually and collectively, "**Verizon**") is made this 28th day of May 2007, by and between Customer and Verizon. In the event of any conflict between the terms of the MSA or any applicable Attachment thereto and the terms of this Amendment No. 1, the terms of this Amendment No. 1 shall control. Capitalized terms not defined herein shall have the meaning ascribed to them in the MSA.

In consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **CORRECTED CUSTOMER NAME.** As of the Amendment No. 1 Effective Date (as set forth on the signature page hereto), the Customer name as originally set forth in the MSA and all Attachments thereto or referenced therein including without limitation the Mutual Nondisclosure Agreement between the Parties, effective as of March 21, 2007, is hereby amended to Verizon Internet Services Inc..
2. **ADDITION OF PARTY TO MSA.** As of the Amendment No. 1 Effective Date, GTE.NET, LLC d/b/a Verizon Internet Services is hereby added as a party to, and agrees to be bound by all the terms and conditions of, the MSA and all Attachments thereto or referenced therein including without limitation the Mutual Nondisclosure Agreement between the Parties, effective as of March 21, 2007.
3. **OTHER TERMS AND CONDITIONS.** Except as specifically amended hereby, all other rates, charges, terms, and conditions of the Agreement shall remain in full force and effect.
4. **COUNTERPARTS.** This Amendment No. 1 may be executed in counterparts, each of which shall be an original, but all of which shall together constitute one and the same document.

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IN WITNESS WHEREOF, the parties have entered into this Amendment No. 1 as of the Amendment No. 1 Effective Date.

Verizon Internet Services Inc.

Verizon Services Corp., on behalf of
the Verizon Operating Telephone Companies
identified in Attachment 1 to the MSA

By: W.A. Turner III

By: John Ridgeway

Printed: William A. Turner III

Printed: JOHN RIDGEWAY

Title: Director

Title: DIRECTOR

Date: 5/18/07

Date: 5-22-07

GTE.NET, LLC d/b/a Verizon Internet Services

By: W.A. Turner III

Printed: William A. Turner III

Title: Director

Date: 5/18/07

AMENDMENT NO. 1 EFFECTIVE DATE:

5-22-07

(to be filled in by Verizon)

Verizon's Initials

JAB