

**FIRST AMENDMENT
TO ATTACHMENT 6 TO
THE
VERIZON PARTNER SOLUTIONS
MASTER SERVICES AGREEMENT**

This First Amendment ("Amendment No. 1") to Attachment 6 (Description of Pricing and Services for IntelliLight® Broadband Transport New Connect Pricing Plan), which Attachment has a Product Schedule Effective Date of January 1, 2008 ("MSA Attachment 6") and is part of that certain Verizon Partner Solutions Master Services Agreement ("MSA"), dated as of March 8, 2007, is entered into by and between Customer and Verizon, each as defined below, as of the Amendment No. 1 Effective Date. The MSA and MSA Attachment 6 are by and among Verizon Business Network Services, Inc. ("VBNS") on behalf of Verizon Global Networks Inc. and the former MCI Affiliates identified on Attachment 1.1 to the MSA, Verizon Long Distance LLC (f/k/a Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance) ("VLD"), Verizon Enterprise Solutions LLC (f/k/a NYNEX Long Distance Company d/b/a Verizon Enterprise Solutions) ("VES"), and Verizon Select Services Inc. ("VSSI") (VBNS, VLD, VES, and VSSI are hereinafter referred to individually and or collectively as "Customer") and Verizon Services Corp. on behalf of the Verizon operating telephone companies set forth on the signature page of MSA Attachment 6 (individually and collectively, "Verizon")

This Amendment No. 1 will be effective as of the "Amendment No. 1 Effective Date" shown below. The Amendment No. 1 Effective Date must be filled in and initialed by Verizon's Contract Management Department and will be established following the execution of this document by all Parties.

WHEREAS, the Parties desire to amend MSA Attachment 6 to provide for additional IBT Services; and

NOW, THEREFORE, In exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties [defined in MSA] agree as follows:

1. **SPECIAL SERVICE FEATURE AND PRICING.** As of the Amendment No. 1 Effective Date, Customer is eligible to order one (1) 5-year term IntelliLight® Broadband Transport ("IBT") with Alternate Serving Wire Center ("ASWC") at the rates as set forth in Exhibit No. 1 attached hereto and made a part hereof. With the exception of the specific rate elements identified in Exhibit No. 1 attached hereto, all other rates, charges, terms and conditions for IBT are set forth in Attachment 6 to the MSA.
2. In order to receive the rates, terms, and conditions set forth in this Amendment No. 1, when ordering IBT, Customer must place the contract number assigned to this Amendment No. 1 in the designated field of the Access Service Request ("ASR"). Subject to modification provided in accordance with 25 (Notices) of the Agreement, the contract number assigned to this Amendment No. 1 is FB1N01022.

3. **OTHER TERMS AND CONDITIONS.** Except as specifically amended hereby, all other rates, charges, terms, and conditions of Attachment 6 to the MSA shall remain in full force and effect. 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 meanings as set forth in the MSA, the Product Guide, and MSA Attachment 6.

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.

IN WITNESS WHEREOF, the parties have entered into this Amendment No. 1 to the MSA Attachment 6 as of the Amendment No. 1 Effective Date shown below.

Verizon Business Network Services, Inc. on behalf of its Affiliates identified on Attachment 1.1 to the MSA

By: *Peter H. Reynolds*
Printed: **Peter H. Reynolds**
Title: Director
Date: April 21, 2009

Verizon Services Corp., on behalf of the Verizon Operating Telephone Companies identified on the signature page of Attachment 6.

By: *David J. Goldhirsch*
Printed: **David J. Goldhirsch**
Title: Director
Date: 4/23/09

Verizon Long Distance LLC
Verizon Enterprise Solutions LLC
and
Verizon Select Services Inc.

By: _____
Printed: Vincent J. Woodbury
Title: President –
Verizon Long Distance LLC
and
Verizon Enterprise Solutions LLC
and
Vice President –
Verizon Select Services Inc.
Date: _____

AMENDMENT NO. 1 EFFECTIVE DATE:
4/23/09
(to be filled in by Verizon)
Verizon's Initials MH

IN WITNESS WHEREOF, the parties have entered into this Amendment No. 1 to the MSA Attachment 6 as of the Amendment No. 1 Effective Date shown below.

Verizon Business Network Services, Inc. on behalf of its Affiliates identified on Attachment 1.1 to the MSA

Verizon Services Corp., on behalf of the Verizon Operating Telephone Companies identified on the signature page of Attachment 6.

By: _____
Printed: _____
Title: _____
Date: _____

By: _____
Printed: _____
Title: _____
Date: _____

Verizon Long Distance LLC
Verizon Enterprise Solutions LLC
and
Verizon Select Services Inc.

By: Vincent J. Woodbury
Printed: Vincent J. Woodbury
Title: President –
Verizon Long Distance LLC
and
Verizon Enterprise Solutions LLC
and
Vice President –
Verizon Select Services Inc.

Date: 4.21.09

AMENDMENT NO. 1 EFFECTIVE DATE:

(to be filled in by Verizon).
Verizon's Initials _____

Exhibit No. 1

A. Pricing is provided for one (1) non-channelized IBT with Fiber Path Diversity OC192 circuit with 4-fiber hand-offs from Verizon Data Services located at 13101 Columbia Pike, Silver Spring, MD 20904 (FALDMDFL) to a Customer Point of Presence located at 1420 Columbia Road NW, Washington, DC 20009 (WASHDCUTW52). There will be one fiber path connecting FALDMDFL to its Serving Wire Center ("SWC") (SLSPMDCV) and a diverse path connecting FALDMDFL to an Alternate Serving Wire Center ("ASWC") at BTVLMDBV.

Element name:	USOC	Quantity	NRC	MRC 5-Yr	Total NRC	Total Monthly Charges
Channel Termination with Fiber Path Diversity- OC192	TZG6X	2	\$4	\$10,665	\$8	\$21,330
4-Fiber Port - OC192	SPR45	2	\$1	\$3,240	\$2	\$6,480
IOF Mileage with Fiber Path Diversity - Per Fixed OC192	1H66S	1	\$0	\$10,350	\$0	\$10,350
IOF Mileage with Fiber Path Diversity - Per Mile OC192	1H66S	12	\$0	\$1,242	\$0	\$14,904
ASWC Diversity	TBD	1	\$0	\$3,000	\$0	\$3,000
Total					\$10	\$56,064