

**AMENDMENT NO. 1**

**to the**

**INTERCONNECTION AGREEMENT**

**between**

**VERIZON NEW ENGLAND INC.,  
D/B/A VERIZON MASSACHUSETTS,  
F/K/A NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY,  
D/B/A BELL ATLANTIC - MASSACHUSETTS**

**and**

**SPRINT COMMUNICATIONS COMPANY L.P.**

This Amendment No. 1 is made this 1st day of November, 2003 ("Amendment Effective Date"), by and between Verizon New England Inc., doing business as Verizon Massachusetts, formerly known as New England Telephone and Telegraph Company, doing business as Bell Atlantic–Massachusetts ("Verizon"), a New York corporation with offices at 185 Franklin Street, Boston, Massachusetts, 02110, and Sprint Communications Company L.P. ("Sprint"), a Delaware Limited Partnership with offices at 6160 Sprint Parkway, Kansas City, Missouri, 66251. (Verizon and Sprint may be referred to hereinafter, each individually as a "Party," and collectively as the "Parties").

**WITNESSETH:**

WHEREAS, Verizon and Sprint are parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934 for Massachusetts, dated December 19, 2001 (the "Agreement"); and

WHEREAS, the Parties desire to amend that Agreement as set forth herein;

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

1. Amendment to Agreement. Effective as of the Amendment Effective Date, the Agreement is amended hereby as follows:

- (A) By inserting a new section in Part II, "Unbundled Network Elements and Combinations," of the Agreement, as follows:

"1.15 Line Splitting.

Subject to the conditions set forth in Section 1.7 of this Part II, Verizon shall provide Sprint with access to Line Splitting (as described in Verizon Tariff DTE MA No. 17, as amended from time to time) in accordance with, and subject to, the rates, terms and conditions set forth in Verizon Tariff DTE MA No. 17, as amended from time to time.

Notwithstanding anything in the Agreement, this Amendment or a Tariff (including, but not limited to, Verizon Tariff DTE MA No. 17, as amended from time to time), or otherwise, (a) Verizon shall be obligated to provide Line Splitting only to the extent required by both 47 U.S.C. § 251(c)(3) and 47 CFR Part 51, and (b) Verizon shall be obligated to provide Network Elements, combination(s) of Network Elements, collocation arrangement(s), services, facilities, equipment and arrangements, for Line Splitting, only to the extent required by both 47 U.S.C. § 251(c)(3) and 47 CFR Part 51. Without limiting Verizon's rights pursuant to Applicable Law, any other provision of the Agreement, this Amendment or a Tariff (including, but not limited to, Verizon Tariff DTE MA No. 17, as amended from time to time), or otherwise, to terminate its provision of Line Splitting, and notwithstanding anything in the Agreement, this Amendment or a Tariff (including, but not limited to, Verizon Tariff DTE MA No. 17, as amended from time to time), or otherwise, if the Department, the FCC, a court, or other governmental body of appropriate jurisdiction, determines or has determined that Verizon is not required by both 47 U.S.C. § 251(c)(3) and 47 CFR Part 51 to provide Line Splitting, or is not required by both 47 U.S.C. § 251(c)(3) and 47 CFR Part 51 to provide a Network Element, combination of Network Elements, collocation arrangement, service, facility, equipment or arrangement, used for Line Splitting, Verizon may (a) terminate its provision of Line Splitting to Sprint, or (b) terminate its provision of Line Splitting to Sprint and terminate this Amendment. VERIZON will give SPRINT ninety (90) days advance written notice of such termination."

- (B) By revising Section 1.1 of Part II, "Unbundled Network Elements and Combinations," of the Agreement, by deleting existing Sections 1.1.6 and 1.1.7 and inserting the following:

"1.1.6 Operations Support Systems, as set forth in Section 1.6(b);

1.1.7 Other Network Elements in accordance with Section 1.8; and

1.1.8 Line Splitting in accordance with Section 1.15."

2. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

3. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

4. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the rates, terms and provisions of the Agreement shall remain in full force and effect after the Amendment Effective Date. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a party to the Agreement to exercise any right of termination it may have under the Agreement.

5. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates, terms and provisions of the Agreement to the extent necessary to give effect to the rates, terms and provisions of this Amendment. In the event of a conflict between the rates, terms and provisions of this Amendment and the rates, terms and provisions of the Agreement, this Amendment shall govern, *provided, however,* that the fact that a rate, term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 5.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the Amendment Effective Date.

SPRINT COMMUNICATIONS  
COMPANY L.P.

VERIZON NEW ENGLAND INC., D/B/A VERIZON  
MASSACHUSETTS

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: Rich Morris \_\_\_\_\_

Printed: Jeffrey A. Masoner \_\_\_\_\_

Title: Vice-President State External Affairs

Title: Vice-President - Interconnection  
Services Policy & Planning