

**AMENDMENT NO. 5**

**to the**

**INTERCONNECTION AGREEMENT**

**between**

**VERIZON NEW ENGLAND INC.**

**d/b/a**

**VERIZON MASSACHUSETTS**

**F/K/A NEW ENGLAND TELEPHONE AND TELEGRAPH**

**D/B/A BELL ATLANTIC - MASSACHUSETTS**

**and**

**XO MASSACHUSETTS, INC.**

This Amendment Number 5 (the "Amendment") to the Interconnection Agreement between Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph, d/b/a Bell Atlantic - Massachusetts ("Verizon"), and XO Massachusetts, Inc. ("XO") is effective June 14, 2001. XO and Verizon may be referred to jointly hereinafter as the "Parties".

**WITNESSETH:**

**WHEREAS**, pursuant to an adoption letter dated June 22, 2000 (the "Adoption Letter"), XO adopted in the Commonwealth of Massachusetts, the interconnection agreement between MCImetro Access Transmission Services LLC and Verizon (such Adoption Letter and underlying adopted interconnection agreement referred to herein collectively as the "Interconnection Agreement"); and

**WHEREAS**, the Parties desire to amend the terms of the Interconnection Agreement.

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

1. Notwithstanding any possible contrary construction of the Interconnection Agreement, Internet Service Provider ("ISP")-bound Traffic shall not be eligible for payment of reciprocal compensation pursuant to 47 U.S.C. 251(b)(5) under the Interconnection Agreement. The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of ISP-bound traffic shall be governed by the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in*

*the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68, *remanded sub nom. WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002). The Parties understand and agree that for the purpose of giving effect to the Order on Remand in Massachusetts, traffic delivered to a carrier that exceeds a 2:1 ratio (as established by order of the Massachusetts Department of Telecommunications and Energy or “DTE”) of terminating to originating traffic shall be presumed to be ISP-bound Traffic, and that their respective rights and obligations under the Order on Remand are also subject to the process established by the Order on Remand for rebutting the DTE’s 2:1 presumption before the DTE.

2. Notwithstanding any other provision of the Interconnection Agreement, any tariff, any applicable law, any change in applicable law, or the applicability of any provision of the Interconnection Agreement governing the Parties’ respective rights or obligations in the event of a change in applicable law, the Parties agree that all ISP-bound Traffic minutes of use received by one party from the other party shall be subject to bill and keep.

3. Scope of Amendment. Except to the extent set forth in Sections 1 and 2 of this Amendment, the rates, charges and other provisions of the Interconnection Agreement shall remain in full force and effect after the Effective Date. Nothing in this Amendment shall be deemed to extend the term of the Interconnection Agreement. This Amendment is not intended to modify the term of the Interconnection Agreement or to affect either Party’s right to exercise any right of termination it may have under the Interconnection Agreement.

4. Conflict between this Amendment and the Interconnection Agreement. This Amendment shall be deemed to revise the rates, charges and other provisions of the Interconnection Agreement to the extent necessary to give effect to the rates, charges and other provisions of this Amendment. In the event of a conflict between a rate, charge or other provision of this Amendment and a rate, charge or other provision of the Interconnection Agreement, this Amendment shall govern.

5. 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.

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

XO Massachusetts, Inc.

Verizon New England Inc.,  
d/b/a Verizon Massachusetts,  
f/k/a New England Telephone and Telegraph,  
d/b/a Bell Atlantic - Massachusetts

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

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

Printed: Heather Gold

Printed: Jeffrey A. Masoner

Title: Senior Vice President, Government  
Relations

Title: Vice-President - Interconnection  
Services Policy & Planning