

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

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

and

NOS COMMUNICATIONS, INC.

This Amendment No. 1 (this "Amendment") is made effective this 2nd day of July, 2002 by and 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 ("Verizon"), a New York Corporation with an office at 185 Franklin Street, Boston, Massachusetts 02110, and NOS Communications, Inc. ("NOS"), a Maryland corporation with offices at 4380 Boulder Highway, Las Vegas, Nevada 89121 (Verizon and NOS being referred to individually as a "Party" and, collectively, as the "Parties").

WITNESSETH:

WHEREAS, Verizon and NOS are Parties to an Interconnection Agreement, dated June 5, 2001 (the "Agreement"), setting forth their mutual rights and obligations under Sections 251 and 252 of the Telecommunications Act of 1996 with respect to their local service operations in the Commonwealth of Massachusetts; and

WHEREAS, the Parties seek to apply retroactively certain rates and charges that the Massachusetts Department of Telecommunications and Energy (the "Department") will determine in its ongoing unbundled network element cost proceeding, D.T.E. 01-20.

NOW, THEREFORE, in consideration of the mutual provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. Retroactivity of Certain Rates Determined in D.T.E. 01-20

All rates and rate applications for the usage and transport elements associated with local switching (unbundled shared trunk ports, originating and terminating unbundled local switching, unbundled tandem transport, unbundled local common transport, unbundled toll common tandem transport, tandem transit switching, and unbundled Telephone Company (Verizon reciprocal compensation), as well as rates and rate applications for shared tandem trunk ports, tandem switch usage, Meet Point A arrangement, Meet Point B arrangement and tandem transit service,

and Meet Point C arrangement determined or approved by the Department in the pending unbundled network element cost proceeding, D.T.E. 01-20 (such rates, the “01-20 Rates”) shall be effective from March 1, 2002 to the effective date of the 01-20 Rates (such period, the “True-Up Period”), except that if the average rate per minute of use by NOS during the True-Up Period for an individual usage element, using the rates applicable absent any true-up, is lower than the average rate per minute of use by NOS during the True-Up Period for the same usage element using the 01-20 Rate, then the 01-20 Rate for that usage element shall not apply retroactively. (For example, if NOS’s use of the “terminating unbundled local switching” usage element during the True-Up Period resulted in an average per-minute rate of \$.002 using the rates in effect before the 01-20 Rate, and application of the 01-20 Rate would result in an average per-minute rate of .002533, then the 01-20 Rate for terminating unbundled local switching would not be effective during the True-Up Period.) After the effective date of the 01-20 Rates, the Parties shall true-up charges for such items provided during the True-Up Period using the 01-20 Rates as determined or approved by the Department, without regard to any subsequent decision by the FCC or a court of competent jurisdiction that overturns, modifies, or otherwise changes the 01-20 Rates determined or approved by the Department. For usage occurring during a billing cycle that only partially includes the True-Up Period, the true-up will be based on an estimate of the usage provided during that billing cycle. Each Party shall invoice the other for any amounts due to it (including credits for reductions in amounts due) as a result of such true-up, and all such invoices shall be paid in accordance with the Billing and Payment provisions of this Agreement.

2. Conflict between this Amendment and the Interconnection Agreement. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Interconnection Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Interconnection Agreement, or in the Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. 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.

4. 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.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection 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 terms and provisions of the Interconnection Agreement shall remain in full force and effect after the date first set forth above.

6. Termination of Amendment. This Amendment shall terminate and have no further effect on the first date that the Department issues a decision in D.T.E. 01-20 wherein it approves

particular 01-20 Rates, states the manner in which the 01-20 Rates are to be determined or calculated, or determines particular inputs Verizon should use in calculating the 01-20 Rates (such date, the “Amendment Termination Date”). After the Amendment Termination Date, this Amendment no longer will be a part of the Agreement, such that this Amendment will have no application where a telecommunications carrier seeks, after the Amendment Termination Date, to adopt the terms and conditions of this Agreement pursuant to Section 252(i) of the Telecommunications Act of 1996. Termination of this Amendment shall have no effect upon either Party’s right thereafter to enforce the terms of the Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be duly executed as of the date first set forth above.

NOS COMMUNICATIONS, INC.

**VERIZON NEW ENGLAND INC., d/b/a
VERIZON MASSACHUSETTS**

By: _____

By: _____

Printed: Joseph Koppy

Printed: Jeffrey A. Masoner

Title: President

Title: Vice President–Interconnection Services
Policy & Planning