

**SUPPLEMENTAL AGREEMENT NO. 2 REGARDING 120 DAY UNE REMAND**

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 offices at 185 Franklin Street, Boston, Massachusetts 02110, and Allegiance Telecom of Massachusetts, Inc. a Delaware corporation with offices at 9201-North Central Expressway, Dallas, TX 75321 (“Allegiance”), enter into this Supplemental Agreement No. 2 regarding the 120 Day UNE Remand Order, dated as of July 11, 2001 (this “Supplemental Agreement No. 2”) (each of Verizon and Allegiance being referred to individually as a “Party” and collectively as the “Parties”).

**WHEREAS**, pursuant to an adoption letter dated August 28, 2000 (the “Adoption Letter”), Allegiance adopted in the Commonwealth of Massachusetts, pursuant to Section 252(i) of the Act, the Terms between MCImetro Access Transmission Services, Inc. and Verizon (the “Terms”);

**WHEREAS**, the Federal Communications Commission (the “FCC”) issued an order on November 5, 1999 in CC Docket No. 96-98 (the “UNE Remand Order”), and issued a supplemental order on November 24, 1999 in the same proceeding, which orders became effective in part as of February 17, 2000; and fully effective as of May 17, 2000; and

**WHEREAS**, Verizon is prepared to provide Network Elements and collocation to Allegiance in accordance with, but only to the extent required by, Applicable Law,

**NOW, THEREFORE**, exchange for the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Supplemental Agreement No. 2 to the Terms. Effective as of the date first set forth above, the Terms are hereby supplemented as follows:

(A) Sub-Loop. Notwithstanding anything set forth in the Terms and subject to the conditions set forth in Section 1(F) of this Supplemental Agreement No. 2, Verizon shall provide Allegiance with access to a Sub-Loop in accordance with, and subject to, the rates, terms and conditions set forth in Verizon’s DTE No. 17 Tariff, as amended from time to time, that relate to or concern Sub-Loops, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Notwithstanding anything set forth in the above mentioned tariffs, in this Supplemental Agreement No. 2 or in the Terms, Verizon shall provide Allegiance with access to a Sub-Loop in accordance with, but only to the extent required by, Applicable Law.

(B) Dark Fiber Loops. Notwithstanding anything set forth in the Terms and subject to the conditions set forth in Section 1(F) of this Supplemental Agreement No. 2, Verizon shall provide Allegiance with access to a Dark Fiber Loop in accordance with, and subject to, the rates, terms and conditions set forth in Verizon’s DTE No. 17 Tariff, as amended from time to time, that relate to or concern Dark Fiber Loops as the case may be, and Verizon shall do so regardless of whether or not such

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rates, terms and conditions are effective. Notwithstanding anything else set forth in this Supplemental Agreement No. 2 or in the Terms or Tariff, Verizon shall provide Allegiance with nondiscriminatory access to a Dark Fiber Loop in accordance with, but only to the extent required by, Applicable Law.

(C) Dark Fiber Interoffice Facilities (IOF). Notwithstanding anything set forth in the Terms and subject to the conditions set forth in Section 1(F) of this Supplemental Agreement No. 2, Verizon shall provide Allegiance with access to a Dark Fiber IOF in accordance with, and subject to, the rates, terms and conditions set forth in Verizon's DTE No. 17 Tariff, as amended from time to time, that relate to or concern Dark Fiber IOF, as the case may be, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Notwithstanding anything else set forth in this Supplemental Agreement No. 2 or in the Terms, Verizon shall provide Allegiance with access to a Dark Fiber IOF in accordance with, but only to the extent required by, Applicable Law.

(D) House and Riser. Notwithstanding anything set forth in the Terms and subject to the conditions set forth in Section 1(F) of this Supplemental Agreement No. 2, Verizon shall provide Allegiance with non-discriminatory access to House and Riser Cable in accordance with, and subject to, the rates, terms and conditions set forth in Verizon's DTE No. 17 Tariff, as amended from time to time, that relate to or concern House and Riser Cables, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Nothing set forth in this Supplemental Agreement No. 2 or in the Terms shall be interpreted as a waiver of rights by Allegiance or Verizon under Applicable Law in regard to access to House and Riser Cables. Verizon shall provide Allegiance with access to House and Riser Cables in accordance with, but only to the extent required by, Applicable Law.

(E) Collocation in Remote Terminals. Notwithstanding anything set forth in the Terms, Verizon shall allow Allegiance to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in applicable Verizon tariffs, as amended from time to time, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Notwithstanding anything else set forth in this Supplemental Agreement No. 2 or the Terms, Verizon shall allow Allegiance to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, but only to the extent required by, Applicable Law, including the conditions set forth in the FCC order approving the merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840).

(F) Limitations. Notwithstanding anything else set forth in the Terms or this Supplemental Agreement No. 2:

(1) Nothing contained in the Terms or this Supplemental Agreement No. 2 shall be deemed to constitute an agreement by Verizon that any item identified in the Terms or this Supplemental Agreement No. 2 as a Network Element is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to Allegiance on an unbundled basis. Nothing contained in the Terms or this Supplemental Agreement No. 2 shall limit Verizon's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Massachusetts Department of Telecommunications and Energy, the FCC, any court or any other governmental authority related to, concerning or that may

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affect Verizon's obligations under the Terms, this Supplemental Agreement No. 2 or Applicable Law.

(2) To the extent that Verizon is required by a change in Applicable Law to provide a Network Element on an unbundled basis to Allegiance, the terms, conditions and prices for such Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable tariff of Verizon (a "Verizon UNE Tariff"). In the absence of a Verizon UNE Tariff, to the extent that Verizon is required by Applicable Law to provide a Network Element to Allegiance, the terms, conditions and prices for such Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance, and billing) shall be as provided in this Supplemental Agreement No. 2 and the Terms. In the absence of a Verizon UNE Tariff and if there is a conflict between the terms and provisions of this Supplemental Agreement No. 2 or the Terms and Applicable Law governing the provision of a Network Element, prior to Verizon's provision of such Network Element and upon the written request of either Party, the Parties will timely negotiate in good faith, a supplement to the Terms so that the Terms includes terms, conditions and prices for the Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with such Applicable Law.

(3) Notwithstanding anything set forth in the Terms, Verizon shall be required to provide a Network Element on an unbundled basis only where necessary facilities are available.

(4) Except to the extent required by Applicable Law, Verizon shall not be obligated to provide to Allegiance access to advanced intelligent network based services.

2. Conflict between this Supplemental Agreement No. 2 and the Terms. This Supplemental Agreement No. 2 shall be deemed to revise the terms and provisions of the Terms to the extent necessary to give effect to the terms and provisions of this Supplemental Agreement No. 2. In the event of a conflict between the terms and provisions of this Supplemental Agreement No. 2 and the terms and provisions of the Terms, this Supplemental Agreement No. 2 shall govern, *provided, however*, that the fact that a term or provision appears in this Supplemental Agreement No. 2 but not in the Terms, or in the Terms but not in this Supplemental Agreement No. 2, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Supplemental Agreement No. 2 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 Supplemental Agreement No. 2 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 Supplemental Agreement No. 2.

5. Scope of Supplemental Agreement No. 2. This Supplemental Agreement No. 2 shall amend, modify and revise the Terms only to the extent set forth expressly in Section 1 of this Supplemental Agreement No. 2, and, except to the extent set forth in Section 1 of this Supplemental Agreement No. 2, the terms and provisions of the Terms shall remain in full force and effect after the date first set forth above. This Supplemental Agreement No. 2 shall terminate on the same date as the Terms.

IN WITNESS WHEREOF, the Parties hereto have caused this Supplemental Agreement No. 2 to be duly executed and delivered by their duly authorized representatives as of the date first set forth above.

VERIZON MASSACHUSETTS

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

Name Jeffrey A. Masoner

Title: Vice-President - Interconnection Services  
Policy & Planning

ALLEGIANCE TELECOM OF MASSACHUSETTS, INC.

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

Name Mary C. Albert

Title: Vice-President  
Regulatory and Interconnection