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September 16, 2003

Mr. Shawn M. Lewis
President/CEO
Volo Communications of Massachusetts, Inc.
151 S. Wymore Rd., Suite 3000
Altamonte Springs, FL 32714

Re: Requested Adoption Under the FCC Merger Conditions

Dear Mr. Lewis:

Verizon New England Inc., d/b/a Verizon Massachusetts ("Verizon"), a New York corporation with its principal place of business at 185 Franklin Street, Boston Massachusetts 02110, has received your letter stating that, pursuant to paragraph 32 of the BA/GTE Merger Conditions ("Merger Conditions"), released by the FCC on June 16, 2000 in CC Docket No. 98-184, Volo Communications of Massachusetts, Inc. ("VOLO-MA"), a Delaware corporation with its principal place of business at 151 S. Wymore Road, Suite 3000, Altamonte Springs, Florida 32714, wishes to provide services to customers in Verizon's service territory in the Commonwealth of Massachusetts by adopting the voluntarily negotiated terms of the Interconnection Agreement between MCImetro Access Transmission Services LLC ("MCIIm") and Verizon New York Inc., d/b/a Verizon New York, f/k/a New York Telephone Company, d/b/a Bell Atlantic – New York ("Verizon New York") that was approved by the Connecticut Department of Public Utility Control as an effective agreement in the State of Connecticut, as such agreement exists on the date hereof after giving effect to operation of law (the "Verizon MCIIm Connecticut Terms").

I understand that VOLO-MA has a copy of the Verizon MCIIm Connecticut Terms which, in any case, are attached hereto as Appendix 1. Please note the following with respect to VOLO-MA's adoption of the Verizon MCIIm Connecticut Terms.

1. By VOLO-MA's countersignature on this letter, VOLO-MA hereby represents and agrees to the following four points:

- (A) VOLO-MA agrees to be bound by and adopts in the service territory of Verizon, the Verizon MCIIm Connecticut Terms, as they are in effect on the date hereof after giving effect to operation of law, and in applying the Verizon MCIIm Connecticut Terms, agrees that VOLO-MA shall be substituted in place of MCIImetro Access Transmission Services LLC and MCIIm in the Verizon MCIIm Connecticut Terms wherever appropriate.
- (B) Notice to VOLO-MA and Verizon as may be required or permitted under the Verizon MCIIm Connecticut Terms shall be provided as follows:

To VOLO-MA:

Attention: Nicholas A. Iannuzzi, Jr.
Volo Communications, Inc.
151 S. Wymore Rd., Suite 3000
Altamonte Springs, FL 32714
Telephone Number: 407/389-3232
Facsimile Number: 407/389-3233

To Verizon:

Director-Contract Performance & Administration
Verizon Wholesale Markets
600 Hidden Ridge, HQEWMNOTICES
Irving, TX 75038
Telephone Number: 972/718-5988
Facsimile Number: 972/719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel
Verizon Wholesale Markets
1515 North Court House Road, Suite 500
Arlington, VA 22201
Facsimile: 703/351-3664

- (C) VOLO-MA represents and warrants that it is a certified provider of local telecommunications service in the Commonwealth of Massachusetts, and that its adoption of the Verizon MCIIm Connecticut Terms will only cover services in the service territory of Verizon in the Commonwealth of Massachusetts.

- (D) In the event an interconnection agreement between Verizon and VOLO-MA is currently in effect in the Commonwealth of Massachusetts (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
2. VOLO-MA's adoption of the Verizon MCIIm Connecticut Terms shall become effective on September 22, 2003. Verizon shall file this adoption letter with the Massachusetts Department of Telecommunications and Energy ("Commission") promptly upon receipt of an original of this letter, countersigned by an authorized officer of VOLO-MA. The term and termination provisions of the Verizon MCIIm Connecticut Terms shall govern VOLO-MA's adoption of the Verizon MCIIm Connecticut Terms.
 3. As the Verizon MCIIm Connecticut Terms are being adopted by VOLO-MA pursuant to the Merger Conditions, Verizon does not provide the Verizon MCIIm Connecticut Terms to VOLO-MA as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Verizon MCIIm Connecticut Terms does not in any way constitute a waiver by Verizon of any position as to the Verizon MCIIm Connecticut Terms or a portion thereof. Nor does it constitute a waiver by Verizon of any rights and remedies it may have to seek review of the Verizon MCIIm Connecticut Terms, or to seek review of any provisions included in these Verizon MCIIm Connecticut Terms as a result of VOLO-MA's election pursuant to the Merger Conditions.
 4. For avoidance of doubt, please note that adoption of the Verizon MCIIm Connecticut Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("*FCC Remand Order*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.¹ Accordingly, compensation for Internet traffic – if any – is governed by the terms of the *FCC*

¹ Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Inter-carrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("*FCC Remand Order*") ¶44, *remanded*, *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. See *WorldCom, Inc. v. FCC*, No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

Remand Order, not pursuant to adoption of the Verizon MCIIm Connecticut Terms.² Moreover, in light of the *FCC Remand Order*, even if the Verizon MCIIm Connecticut Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.³ In fact, the *FCC Remand Order* made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet Traffic.⁴

5. VOLO-MA's adoption of the Verizon MCIIm Connecticut Terms pursuant to the Merger Conditions is subject to all of the provisions of such Merger Conditions. Please note that the Merger Conditions exclude the following provisions from the interstate adoption requirements: state-specific pricing, state-specific performance measures, provisions that incorporate a determination reached in an arbitration conducted in the relevant state under 47 U.S.C. Section 252 and provisions that incorporate the results of negotiations with a state commission or telecommunications carrier outside of the negotiation procedures of 47 U.S.C. Section 252(a)(1). Verizon, however, does not oppose VOLO-MA's adoption of the Verizon MCIIm Connecticut Terms at this time, subject to the following reservations and exclusions:
 - (A) Verizon's standard pricing schedule for interconnection agreements in Massachusetts (as such schedule may be amended from time to time) (attached as Appendix 2 hereto), which includes (without limitation) rates for reciprocal compensation, shall apply to VOLO-MA's adoption of the Verizon MCIIm Connecticut Terms. VOLO-MA should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Verizon MCIIm Connecticut Terms or that are otherwise not part of this adoption. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights under the Merger Conditions.
 - (B) VOLO-MA's adoption of the Verizon MCIIm Connecticut Terms shall not obligate Verizon to provide any interconnection arrangement or unbundled

² For your convenience, an industry letter distributed by Verizon explaining its plans to implement the *FCC Internet Order* can be viewed at Verizon's Customer Support Website at URL www.verizon.com/wise (select Verizon East Customer Support, Business Resources, Customer Documentation, Resources, Industry Letters, CLEC, May 21, 2001 Order on Remand).

³ See, e.g., 47 C.F.R. Section 51.809(c). These rules implementing section 252(i) of the Act apply to interstate adoptions under the Merger Conditions as well. See, e.g., Merger Conditions ¶32 (such adoptions shall be made available "under the same rules that would apply to a request under 47 U.S.C. Section 252(i)").

⁴ *FCC Remand Order* ¶82.

network element unless it is feasible to provide given the technical, network and Operations Support Systems attributes and limitations in, and is consistent with the laws and regulatory requirements of the Commonwealth of Massachusetts and with applicable collective bargaining agreements.

- (C) Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Verizon MCIIm Connecticut Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Verizon MCIIm Connecticut Terms.
 - (D) Terms, conditions and prices contained in tariffs cited in the Verizon MCIIm Connecticut Terms shall not be considered negotiated and are excluded from VOLO-MA's adoption.
 - (E) VOLO-MA's adoption does not include any terms that were arbitrated in the Verizon MCIIm Connecticut Terms.
6. Verizon reserves the right to deny VOLO-MA's adoption and/or application of the Verizon MCIIm Connecticut Terms, in whole or in part, at any time:
- (A) when the costs of providing the Verizon MCIIm Connecticut Terms to VOLO-MA are greater than the costs of providing them to MCIIm;
 - (B) if the provision of the Verizon MCIIm Connecticut Terms to VOLO-MA is not technically feasible; and/or
 - (C) if Verizon otherwise is not obligated to permit such adoption and/or application under the Merger Conditions or under applicable law.
7. Should VOLO-MA attempt to apply the Verizon MCIIm Connecticut Terms in a manner that conflicts with paragraphs 3-6 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.
8. In the event that a voluntary or involuntary petition has been or is in the future filed against VOLO-MA under bankruptcy or insolvency laws, debtor reorganization or composition (any such proceeding, an "Insolvency Proceeding"), then: (i) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and VOLO-MA's adoption of the Verizon MCIIm Connecticut Terms shall in no way impair such rights of Verizon; and (ii) all rights of VOLO-MA resulting from VOLO-MA's adoption of the Verizon MCIIm Connecticut Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency

Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

SIGNATURE PAGE

Please arrange for a duly authorized representative of VOLO-MA to sign this letter in the space provided below and return it to Verizon.

Sincerely,

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

Jeffrey A. Masoner

Vice President – Interconnection Services Policy & Planning

Reviewed and countersigned as to points A, B, C, and D of paragraph 1. VOLO-MA agrees that its adoption of the MCIIm Connecticut Terms becomes effective as of September 22, 2003, as specified in paragraph 2, above. VOLO-MA notes, however, its disagreement with several of the assertions contained in paragraphs 2-8 above, and reserves all rights to seek appropriate legal, regulatory and/or equitable relief should Verizon act in a manner that conflicts or is inconsistent with the MCIIm Connecticut Terms and/or applicable laws, rules and regulations.

VOLO COMMUNICATIONS OF MASSACHUSETTS, INC.

By_____

Title_____

Attachment

c: Stephen Hughes - Verizon (w/out attachments)