

AMENDMENT

to

INTERCONNECTION AGREEMENTS

THIS AMENDMENT (this “Amendment”), effective as of April 1, 2008 (the “Amendment Effective Date”), amends each interconnection agreement listed in Attachment 1 hereto between a Verizon incumbent local exchange carrier (“ILEC”) affiliate (individually and, collectively, “Verizon” or the “Verizon Parties”) and a competitive local exchange carrier (“CLEC”) (individually and, collectively, “Broadview” or the “Broadview Parties”), that is listed in Attachment 1 hereto (such interconnection agreements may be referred to herein individually as an “Interconnection Agreement” and collectively as the “Interconnection Agreements”). Verizon and Broadview are referred to herein individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, Verizon and Broadview are Parties, whether as original parties or as a result of an adoption by Broadview, to the Interconnection Agreements; and

WHEREAS, the Parties wish to amend the Interconnection Agreement to reflect their agreements on certain billing and related matters associated with services provided under Section 251 of the Act, as set forth in Attachment 2 hereto.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and agreements set forth below, the receipt and sufficiency of which are expressly acknowledged, each of the Parties, on its own behalf and on behalf of its respective successors and assigns, hereby agrees as follows:

1. Amendment to the Interconnection Agreement. The Parties agree that the terms and conditions set forth in Attachment 2 hereto shall amend the Interconnection Agreements and govern the Parties’ mutual rights and obligations with respect to the provisions set forth therein.
2. Conflict between this Amendment and the Interconnection Agreements. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreements 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 Agreements, this Amendment shall govern; provided, however, that the fact that a term or provision appears in this Amendment but not in an Interconnection Agreement, or in an 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 by facsimile in 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. Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn against either Party on the basis of authorship of this Amendment.
6. 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 Amendment Effective Date, provided, however, that nothing in this Amendment shall be deemed to amend or extend the term of the Interconnection Agreements, or to affect the right of either Party to exercise any right of termination it may have under any of the Interconnection Agreements. The Interconnection Agreements, as revised and supplemented by this Amendment, may be referred to individually as an "Amended Agreement" and collectively as the "Amended Agreements."
7. Termination. If a court or regulatory body of competent jurisdiction requires modifications to this Amendment, each Party shall have the right to terminate this Amendment after thirty (30) calendar days advance written notice.

SIGNATURE PAGE

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

THE BROADVIEW PARTIES

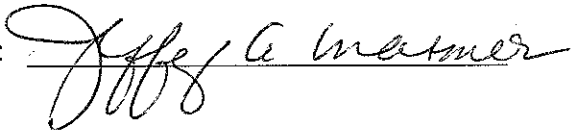
By:  _____

Printed: Charles C. Hunter

Title: Executive Vice President and
General Counsel

Date: 2/2/09 _____

THE VERIZON PARTIES

By:  _____

Printed: Jeffrey A. Masoner

Title: Vice President – Interconnection Services
Policy & Planning

Date: 2/9/09 _____

Attachment 1

Interconnection Agreements Between The Parties as of April 1, 2008

BROADVIEW NETWORKS, INC. ICA AGREEMENT(S)

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE(S)	AMENDMENT NUMBER
<p align="center">Connecticut</p>	<p align="center">Adopted Agreement AMENDED, EXTENDED AND RESTATED AGREEMENT by and between DSLNET COMMUNICATIONS, LLC and VERIZON NEW YORK INC., D/B/A VERIZON NEW YORK FOR THE STATE OF CONNECTICUT</p>	<p>Verizon New York Inc., d/b/a Verizon New York</p> <p align="center">DSLnet Communications, LLC</p> <p>(Broadview Networks, Inc. Adoptee)</p>	<p align="center">10/27/2004 Adoption effective</p> <p align="center">3/26/2003 DSLnet effective</p>	<p align="center">Amendment 3</p>
<p align="center">Delaware</p>	<p align="center">Adopted Agreement AGREEMENT by and between GLOBAL NAPS, INC. and VERIZON DELAWARE INC., f/k/a BELL ATLANTIC – DELAWARE, INC. FOR THE STATE OF DELAWARE</p>	<p>Verizon Delaware, Inc., f/k/a Bell Atlantic – Delaware, Inc.</p> <p align="center">Global NAPS, Inc.</p> <p>(Broadview Networks, Inc. Adoptee)</p>	<p align="center">10/27/2004 Adoption effective</p> <p align="center">4/17/2003 GNAPS effective</p>	<p align="center">Amendment 3</p>

BROADVIEW NETWORKS, INC. ICA AGREEMENT(S)

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE(S)	AMENDMENT NUMBER
<p align="center">Maryland</p>	<p align="center">Adopted Agreement AGREEMENT by and between GLOBAL LINK COMMUNICATIONS, LLC and VERIZON MARYLAND INC. FOR THE STATE OF MARYLAND</p>	<p>Verizon Maryland Inc. Global Link Communications, LLC (Broadview Networks, Inc. Adoptee)</p>	<p>10/27/2004 Adoption effective 8/8/2003 Global Link effective</p>	<p align="center">Amendment 3</p>
<p align="center">Massachusetts</p>	<p align="center">Adopted Agreement AGREEMENT by and between NEON CONNECT, INC. and VERIZON NEW ENGLAND INC., D/B/A VERIZON MASSACHUSETTS FOR THE COMMONWEALTH OF MASSACHUSETTS</p>	<p>Verizon New England Inc., d/b/a Verizon Massachusetts NEON Connect, Inc. (Broadview Networks, Inc. Adoptee)</p>	<p>10/27/2004 Adoption effective 5/9/2003 NEON Connect effective</p>	<p align="center">Amendment 2</p>
<p align="center">New Jersey</p>	<p align="center">Adopted Agreement AGREEMENT by and between GLOBAL NAPS, INC. and VERIZON NEW JERSEY INC., f/k/a BELL ATLANTIC - NEW JERSEY, INC. FOR THE STATE OF NEW JERSEY</p>	<p>Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc. Global NAPS, Inc. (Broadview Networks, Inc. Adoptee)</p>	<p>10/27/2004 Adoption effective 3/14/2003 GNAPS effective</p>	<p align="center">Amendment 3</p>

BROADVIEW NETWORKS, INC. ICA AGREEMENT(S)

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE(S)	AMENDMENT NUMBER
<p align="center">New York</p>	<p align="center">Adopted Agreement</p> <p align="center">INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 24, 2002 by and between VERIZON NEW YORK INC. and AT&T COMMUNICATIONS OF NEW YORK, INC.</p>	<p>Verizon New York Inc. AT&T Communications of New York, Inc. (Broadview Networks, Inc. Adoptee)</p>	<p align="center">2/12/2003 Adoption effective 6/24/2002 AT&T effective</p>	<p align="center">Amendment 3</p>
<p align="center">Pennsylvania (fBA)</p>	<p align="center">Adopted Agreement</p> <p align="center">AGREEMENT by and between GLOBAL NAPS South, INC. and VERIZON PENNSYLVANIA INC. FOR THE COMMONWEALTH OF PENNSYLVANIA</p>	<p>Verizon Pennsylvania Inc. Global NAPs South, Inc. (Broadview Networks, Inc. Adoptee)</p>	<p align="center">10/27/2004 Adoption effective 6/4/2003 GNAPS effective</p>	<p align="center">Amendment 3</p>

BROADVIEW NETWORKS, INC. ICA AGREEMENT(S)

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE(S)	AMENDMENT NUMBER
<p align="center">Pennsylvania (fGTE)</p>	<p align="center">Adopted Agreement AGREEMENT by and between GLOBAL NAPS South, INC. and VERIZON PENNSYLVANIA INC. FOR THE COMMONWEALTH OF PENNSYLVANIA</p>	<p>Verizon Pennsylvania Inc. Global NAPs South, Inc. (Broadview Networks, Inc. Adoptee)</p>	<p>10/27/2004 Adoption effective 6/4/2003 GNAPS effective</p>	<p align="center">Amendment 3</p>
<p align="center">Rhode Island</p>	<p align="center">Adopted Agreement AGREEMENT by and between NEON CONNECT, INC. and VERIZON NEW ENGLAND INC., D/B/A VERIZON RHODE ISLAND FOR THE STATE OF RHODE ISLAND</p>	<p>Verizon New England Inc., d/b/a Verizon Rhode Island NEON Connect, Inc. (Broadview Networks, Inc. Adoptee)</p>	<p>10/27/2004 Adoption effective 5/9/2003 NEON Connect effective</p>	<p align="center">Amendment 3</p>
<p align="center">Washington, DC</p>	<p align="center">Adopted Agreement AMENDED, EXTENDED AND RESTATED AGREEMENT by and between DSLNET COMMUNICATIONS, LLC and VERIZON WASHINGTON, DC INC. FOR THE DISTRICT OF COLUMBIA</p>	<p>Verizon Washington, DC Inc. DSLnet Communications, LLC (Broadview Networks, Inc. Adoptee)</p>	<p>10/27/2004 Adoption effective 5/1/2003 DSLnet effective</p>	<p align="center">Amendment 3</p>

BROADVIEW NP ACQUISITION CORP. ICA AGREEMENT(S)

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE(S)	AMENDMENT NUMBER
<p align="center">Connecticut</p>	<p align="center">Adopted Agreement AMENDED, EXTENDED AND RESTATED AGREEMENT by and between DSLNET COMMUNICATIONS, LLC and VERIZON NEW YORK INC., D/B/A VERIZON NEW YORK FOR THE STATE OF CONNECTICUT</p>	<p>Verizon New York Inc., d/b/a Verizon New York DSLnet Communications, LLC (Broadview NP Acquisition Corp. Adoptee)</p>	<p align="center">10/27/2004 Adoption effective 3/26/2003 DSLnet effective</p>	<p align="center">Amendment 2</p>
<p align="center">Massachusetts</p>	<p align="center">Adopted Agreement AGREEMENT by and between NEON CONNECT, INC. and VERIZON NEW ENGLAND INC., D/B/A VERIZON MASSACHUSETTS FOR THE COMMONWEALTH OF MASSACHUSETTS</p>	<p>Verizon New England Inc., d/b/a Verizon Massachusetts NEON Connect, Inc. (Broadview NP Acquisition Corp. Adoptee)</p>	<p align="center">10/27/2004 Adoption effective 5/9/2003 NEON Connect effective</p>	<p align="center">Amendment 2</p>

BROADVIEW NP ACQUISITION CORP. ICA AGREEMENT(S)

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE(S)	AMENDMENT NUMBER
<p align="center">New Jersey</p>	<p align="center">Adopted Agreement AGREEMENT by and between GLOBAL NAPS, INC. and VERIZON NEW JERSEY INC., f/k/a BELL ATLANTIC - NEW JERSEY, INC. FOR THE STATE OF NEW JERSEY</p>	<p>Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc.</p> <p>Global NAPS, Inc.</p> <p>(Broadview NP Acquisition Corp. Adoptee)</p>	<p>10/27/2004 Adoption effective</p> <p>3/14/2003 GNAPS effective</p>	<p align="center">Amendment 2</p>
<p align="center">New York</p>	<p align="center">Adopted Agreement INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 24, 2002 by and between VERIZON NEW YORK INC. and AT&T COMMUNICATIONS OF NEW YORK, INC.</p>	<p>Verizon New York Inc.</p> <p>AT&T Communications of New York, Inc.</p> <p>(Broadview NP Acquisition Corp. Adoptee)</p>	<p>10/1/2003 Adoption effective</p> <p>6/24/2002 AT&T effective</p>	<p align="center">Amendment 2</p>

BROADVIEW NP ACQUISITION CORP. ICA AGREEMENT(S)

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE(S)	AMENDMENT NUMBER
<p align="center">Pennsylvania (fBA)</p>	<p align="center">Adopted Agreement AGREEMENT by and between GLOBAL NAPS South, INC. and VERIZON PENNSYLVANIA INC. FOR THE COMMONWEALTH OF PENNSYLVANIA</p>	<p>Verizon Pennsylvania Inc. Global NAPS South, Inc. (Broadview NP Acquisition Corp. Adoptee)</p>	<p>10/27/2004 Adoption effective 6/4/2003 GNAPS effective</p>	<p align="center">Amendment 3</p>
<p align="center">Pennsylvania (fGTE)</p>	<p align="center">Adopted Agreement AGREEMENT by and between GLOBAL NAPS South, INC. and VERIZON PENNSYLVANIA INC. FOR THE COMMONWEALTH OF PENNSYLVANIA</p>	<p>Verizon Pennsylvania Inc. Global NAPS South, Inc. (Broadview NP Acquisition Corp. Adoptee)</p>	<p>10/27/2004 Adoption effective 6/4/2003 GNAPS effective</p>	<p align="center">Amendment 3</p>
<p align="center">Rhode Island</p>	<p align="center">Adopted Agreement AGREEMENT by and between NEON CONNECT, INC. and VERIZON NEW ENGLAND INC., D/B/A VERIZON RHODE ISLAND FOR THE STATE OF RHODE ISLAND</p>	<p>Verizon New England Inc., d/b/a Verizon Rhode Island NEON Connect, Inc. (Broadview NP Acquisition Corp. Adoptee)</p>	<p>10/27/2004 Adoption effective 5/9/2003 NEON Connect effective</p>	<p align="center">Amendment 2</p>

BROADVIEW NETWORKS OF VIRGINIA, INC. ICA AGREEMENT(S)

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE(S)	AMENDMENT NUMBER
<p align="center">Virginia (fBA)</p>	<p align="center">Adopted Agreement</p> <p align="center">INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of October 8, 2002 by and between VERIZON VIRGINIA INC. and AT&T COMMUNICATIONS OF VIRGINIA, INC.</p>	<p align="center">Verizon Virginia Inc. AT&T Communications of Virginia, Inc. (Broadview Networks of Virginia, Inc. Adoptee)</p>	<p align="center">2/12/2003 Adoption effective 10/8/2002 AT&T effective</p>	<p align="center">Amendment 3</p>
<p align="center">Virginia (fGTE)</p> <p>(Agreement was assigned by Lightwave to Broadview Networks of Virginia, Inc.)</p>	<p align="center">AGREEMENT by and between LIGHTWAVE COMMUNICATIONS, LLC and VERIZON SOUTH INC., F/K/A GTE SOUTH INCORPORATED FOR THE COMMONWEALTH OF VIRGINIA</p>	<p align="center">Verizon South Inc., f/k/a GTE South Incorporated Lightwave Communications, LLC (Broadview Networks of Virginia, Inc. Assignee)</p>	<p align="center">8/7/2002 Effective 7/15/2008 Assignment effective</p>	<p align="center">Amendment 2</p>

BRIDGECOM INTERNATIONAL, INC. ICA AGREEMENT(S)

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE(S)	AMENDMENT NUMBER
<p>New York</p>	<p>Adopted Agreement</p> <p>INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 24, 2002 by and between VERIZON NEW YORK INC. and AT&T COMMUNICATIONS OF NEW YORK, INC.</p>	<p>Verizon New York Inc. AT&T Communications of New York, Inc.</p> <p>(BridgeCom International, Inc. Adoptee)</p>	<p>2/3/2004 Adoption effective</p> <p>6/24/2002 AT&T effective</p>	<p>Amendment 2</p>

TRUCOM CORPORATION ICA AGREEMENT(S)

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE(S)	AMENDMENT NUMBER
<p align="center">New Jersey</p>	<p align="center">AGREEMENT by and between TRUCOM CORPORATION and VERIZON NEW JERSEY INC., F/K/A BELL ATLANTIC - NEW JERSEY, INC. FOR THE STATE OF NEW JERSEY</p>	<p>Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc.</p> <p>TruCom Corporation</p>	<p align="center">9/12/2001 effective</p>	<p align="center">Amendment 2</p>

ATX LICENSING, INC. ICA AGREEMENT(S)

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE(S)	AMENDMENT NUMBER
<p align="center">Delaware</p>	<p>Adopted Agreement</p> <p>AGREEMENT between Bell Atlantic -- Delaware, Inc. and AT&T Communications of Delaware, Inc. Effective Date: _____, 1997</p>	<p>Bell Atlantic -- Delaware, Inc. (n/k/a Verizon Delaware Inc.)</p> <p>AT&T Communications of Delaware, Inc.</p> <p>(ATX Licensing, Inc. Adoptee)</p>	<p>1/11/2000 Adoption effective</p> <p>9/30/1997 AT&T effective</p>	<p align="center">Amendment 4</p>
<p align="center">Maryland</p>	<p>Adopted Agreement</p> <p>AGREEMENT between Bell Atlantic -- Maryland, Inc. and AT&T Communications of Maryland, Inc. Effective Date: _____, 1997</p>	<p>Bell Atlantic - Maryland, Inc. (n/k/a Verizon Maryland, Inc.)</p> <p>AT&T Communications of Maryland, Inc.</p> <p>(ATX Licensing, Inc. Adoptee)</p>	<p>12/20/2000 Adoption effective</p> <p>8/1/1997 AT&T effective</p>	<p align="center">Amendment 4</p>
<p align="center">New Jersey</p>	<p>Adopted Agreement</p> <p>MCImetro/Bell Atlantic INTERCONNECTION AGREEMENT 1997</p>	<p>Bell Atlantic - New Jersey, Inc. (n/k/a Verizon New Jersey Inc.)</p> <p>MCImetro Access Transmission Services, Inc.</p> <p>(ATX Licensing, Inc. Adoptee)</p>	<p>2/19/1999 Adoption effective</p> <p>6/26/1997 MCImetro effective</p>	<p align="center">Amendment 4</p>

ATX LICENSING, INC. ICA AGREEMENT(S)

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE(S)	AMENDMENT NUMBER
<p align="center">Pennsylvania (fBA)</p>	<p align="center">Adopted Agreement</p> <p align="center">MCImetro/Bell Atlantic INTERCONNECTION AGREEMENT 1997</p>	<p align="center">Bell Atlantic-Pennsylvania, Inc. (n/k/a Verizon Pennsylvania Inc.)</p> <p align="center">MCImetro Access Transmission Services, Inc.</p> <p align="center">(ATX Licensing, Inc. Adoptee)</p>	<p align="center">2/19/1999 Adoption effective</p> <p align="center">9/3/1997 MCImetro effective</p>	<p align="center">Amendment 6</p>
<p align="center">Washington, DC</p>	<p align="center">Adopted Agreement</p> <p align="center">MCImetro/Bell Atlantic INTERCONNECTION AGREEMENT 1997</p>	<p align="center">Bell Atlantic - Washington, D.C., Inc. (n/k/a Verizon Washington, DC Inc.)</p> <p align="center">MCImetro Access Transmission Services, Inc.</p> <p align="center">(ATX Licensing, Inc. Adoptee)</p>	<p align="center">2/19/1999 Adoption effective</p> <p align="center">9/12/1997 MCImetro effective</p>	<p align="center">Amendment 5</p>

ATX TELECOMMUNICATIONS SERVICES OF VIRGINIA, LLC ICA AGREEMENT(S)

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE(S)	AMENDMENT NUMBER
<p align="center">Virginia (fBA)</p>	<p align="center">Adopted Agreement</p> <p align="center">MCImetro/Bell Atlantic INTERCONNECTION AGREEMENT 1997</p>	<p>Bell Atlantic - Virginia, Inc. (n/k/a Verizon Virginia Inc.)</p> <p>AT&T Communications of Virginia, Inc.</p> <p align="center">(ATX Telecommunications Services of Virginia, LLC Adoptee)</p>	<p align="center">2/8/2000 Adoption effective</p> <p align="center">7/17/1997 MCImetro effective</p>	<p align="center">Amendment 4</p>

EUREKA TELECOM, INC. ICA AGREEMENT(S)

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE(S)	AMENDMENT NUMBER
Connecticut	<p>Adopted Agreement</p> <p>INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 1, 2001 by and between VERIZON NEW YORK INC. AND CABLEVISION LIGHTPATH-CT, INC. FOR CONNECTICUT</p>	<p>Verizon New York Inc. Cablevision Lightpath - CT, Inc. (Eureka Telecom, Inc., d/b/a Eureka Networks Adoptee)</p>	<p>12/20/2005 Adoption effective 6/1/2001 Cablevision effective</p>	<p>Amendment 2</p>
Delaware	<p>AGREEMENT by and between EUREKA TELECOM, INC. D/B/A EUREKA NETWORKS and VERIZON DELAWARE INC. FOR THE STATE OF DELAWARE</p>	<p>Verizon Delaware Inc. Eureka Telecom, Inc. d/b/a Eureka Networks</p>	<p>11/28/2005 effective</p>	<p>Amendment 2</p>
Maryland	<p>Adopted Agreement</p> <p>AGREEMENT between Verizon Maryland Inc. and Sprint Communications Company L.P.</p>	<p>Verizon Maryland Inc., f/k/a Bell Atlantic – Maryland, Inc. SPRINT Communications Company L.P. (Eureka Telecom, Inc., d/b/a Eureka Networks Adoptee)</p>	<p>12/20/2005 Adoption effective 2/8/2002 Sprint effective</p>	<p>Amendment 1</p>

EUREKA TELECOM, INC. ICA AGREEMENT(S)

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE(S)	AMENDMENT NUMBER
<p align="center">Massachusetts</p>	<p align="center">Adopted Agreement</p> <p align="center">AGREEMENT between Verizon New England Inc., d/b/a Verizon Massachusetts and SPRINT Communications Company L.P.</p>	<p>Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic– Massachusetts</p> <p align="center">SPRINT Communications Company L.P.</p> <p>(Eureka Telecom, Inc., d/b/a Eureka Networks Adoptee)</p>	<p align="center">7/29/2005 Adoption effective</p> <p align="center">12/19/2001 Sprint effective</p>	<p align="center">Amendment 1</p>
<p align="center">New Jersey</p>	<p align="center">Adopted Agreement</p> <p align="center">AGREEMENT between Bell Atlantic -- New Jersey, Inc. and Sprint Communications Company L.P. Effective Date: May 15, 1998</p>	<p>Bell Atlantic--New Jersey, Inc. (n/k/a Verizon New Jersey Inc.)</p> <p align="center">SPRINT Communications Company L.P.</p> <p>(Eureka Telecom, Inc., d/b/a Eureka Networks Adoptee)</p>	<p align="center">5/21/2004 Adoption effective</p> <p align="center">5/15/1998 Sprint effective</p>	<p align="center">Amendment 3</p>

EUREKA TELECOM, INC. ICA AGREEMENT(S)

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE(S)	AMENDMENT NUMBER
<p align="center">New York</p>	<p align="center">Adopted Agreement AGREEMENT between New York Telephone Company d/b/a Bell Atlantic – New York and SPRINT Communications Company L.P.</p>	<p>New York Telephone Company d/b/a Bell Atlantic – New York (n/k/a Verizon New York Inc.) SPRINT Communications Company L.P. (Eureka Telecom, Inc., d/b/a Eureka Networks Adoptee)</p>	<p align="center">11/3/2000 Adoption effective 6/23/2000 Sprint effective</p>	<p align="center">Amendment 2</p>
<p align="center">Pennsylvania (fBA)</p>	<p align="center">Adopted Agreement AGREEMENT between Verizon Pennsylvania Inc. and Sprint Communications Company L.P.</p>	<p>Verizon Pennsylvania Inc. Sprint Communications Company L.P. (Eureka Telecom, Inc., d/b/a Eureka Networks Adoptee)</p>	<p align="center">3/27/2006 Adoption effective 3/14/2002 Sprint effective</p>	<p align="center">Amendment 2</p>
<p align="center">Pennsylvania (fGTE)</p>	<p align="center">Adopted Agreement AGREEMENT between Verizon North Inc. and Sprint Communications Company L.P.</p>	<p>Verizon North Inc. Sprint Communications Company L.P. (Eureka Telecom, Inc., d/b/a Eureka Networks Adoptee)</p>	<p align="center">3/27/2006 Adoption effective 3/14/2002 Sprint effective</p>	<p align="center">Amendment 2</p>

EUREKA TELECOM, INC. ICA AGREEMENT(S)

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE(S)	AMENDMENT NUMBER
<p align="center">Rhode Island</p>	<p align="center">AGREEMENT by and between EUREKA TELECOM, INC., D/B/A EUREKA NETWORKS and VERIZON NEW ENGLAND INC., D/B/A VERIZON RHODE ISLAND FOR THE STATE OF RHODE ISLAND</p>	<p>Verizon New England Inc., d/b/a Verizon Rhode Island</p> <p>Eureka Telecom, Inc., d/b/a Eureka Networks</p>	<p align="center">9/14/2005 effective</p>	<p align="center">Amendment 2</p>
<p align="center">Washington, D.C.</p>	<p align="center">Adopted Agreement</p> <p align="center">AGREEMENT by and between GRANITE TELECOMMUNICATIONS, LLC and VERIZON WASHINGTON, DC INC. FOR THE DISTRICT OF COLUMBIA</p>	<p>Verizon Washington, DC Inc.</p> <p>Granite Telecommunications, LLC</p> <p>(Eureka Telecom, Inc., d/b/a Eureka Networks Adoptee)</p>	<p align="center">1/24/2006 Adoption effective</p> <p align="center">12/18/2003 Granite effective</p>	<p align="center">Amendment 1</p>

EUREKA TELECOM OF VA, INC. ICA AGREEMENT(S)

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE(S)	AMENDMENT NUMBER
<p align="center">Virginia (fBA)</p>	<p align="center">Adopted Agreement AGREEMENT by and between 1-800-RECONEX, INC. and VERIZON VIRGINIA INC., f/k/a BELL ATLANTIC – VIRGINIA, INC. FOR THE COMMONWEALTH OF VIRGINIA</p>	<p>Verizon Virginia Inc., f/k/a Bell Atlantic – Virginia, Inc. 1-800-Reconex, Inc. (Eureka Telecom of VA, Inc. Adoptee)</p>	<p align="center">10/19/2005 Adoption effective 4/23/2001 Reconex effective</p>	<p align="center">Amendment 2</p>
<p align="center">Virginia (fGTE)</p>	<p align="center">Adopted Agreement AGREEMENT by and between 1-800-RECONEX, INC. and VERIZON SOUTH INC., f/k/a GTE SOUTH INCORPORATED FOR THE COMMONWEALTH OF VIRGINIA</p>	<p>Verizon South Inc., f/k/a GTE South Incorporated 1-800-Reconex, Inc. (Eureka Telecom of VA, Inc. Adoptee)</p>	<p align="center">11/16/2005 Adoption effective 4/23/2001 Reconex effective</p>	<p align="center">Amendment 2</p>

INFOHIGHWAY OF VIRGINIA, INC. ICA AGREEMENT(S)

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE(S)	AMENDMENT NUMBER
<p>Virginia (fBA)</p>	<p>Adopted Agreement INTERCONNECTION AGREEMENT Dated as of November 1, 2000 by and between VERIZON VIRGINIA INC., F/k/a BELL ATLANTIC - VIRGINIA, INC. and Level 3 Communications, LLC</p>	<p>Verizon Virginia Inc., f/k/a Bell Atlantic – Virginia, Inc. Level 3 Communications, LLC (InfoHighway of Virginia, Inc. Adoptee)</p>	<p>7/24/2001 Adoption effective 11/1/2000 Level 3 effective</p>	<p>Amendment 3</p>

A.R.C. NETWORKS, INC. ICA AGREEMENT(S)

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE(S)	AMENDMENT NUMBER
<p align="center">Connecticut</p>	<p align="center">Adopted Agreement</p> <p align="center">INTERCONNECTION AGREEMENT Dated as of <u>December 4</u>, 1998 by and between BELL ATLANTIC - NEW YORK and COVAD COMMUNICATIONS COMPANY</p>	<p>New York Telephone Company d/b/a Bell Atlantic - New York (n/k/a Verizon New York Inc.)</p> <p>DIECA Communications, Inc. d/b/a Covad Communications Company</p> <p>(A.R.C. Networks, Inc., d/b/a InfoHighway Adoptee)</p>	<p align="center">7/26/2000 Adoption effective</p> <p align="center">12/4/1998 Covad effective</p>	<p align="center">Amendment 4</p>
<p align="center">Delaware</p>	<p align="center">Adopted Agreement</p> <p align="center">INTERCONNECTION AGREEMENT Dated as of January 17, 2000 by and between BELL ATLANTIC - DELAWARE, INC. and CONNECTIV COMMUNICATIONS, INC.</p>	<p>Bell Atlantic – Delaware, Inc. (n/k/a Verizon Delaware Inc.)</p> <p>Conectiv Communications, Inc.</p> <p>(A.R.C. Networks, Inc., d/b/a InfoHighway Communications Adoptee)</p>	<p align="center">7/24/2001 Adoption Effective</p> <p align="center">1/17/2000 Conectiv effective</p>	<p align="center">Amendment 3</p>

A.R.C, NETWORKS, INC. ICA AGREEMENT(S)

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE(S)	AMENDMENT NUMBER
<p align="center">Maryland</p>	<p align="center">Adopted Agreement</p> <p align="center">INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of <i>October 7</i>, 1998 by and between BELL ATLANTIC - MARYLAND, INC. and DIECA COMMUNICATIONS, INC.</p>	<p>Bell Atlantic - Maryland, Inc. (n/k/a Verizon Maryland Inc.)</p> <p>DIECA Communications, Inc.</p> <p>(A.R.C. Networks, Inc., d/b/a InfoHighway Adoptee)</p>	<p align="center">3/30/2000 Adoption effective</p> <p align="center">10/7/1998 Covad effective</p>	<p align="center">Amendment 4</p>
<p align="center">Massachusetts</p>	<p align="center">Adopted Agreement</p> <p align="center">INTERCONNECTION AGREEMENT Dated as of JUNE 26, 2001 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 and AT&T BROADBAND PHONE OF MASSACHUSETTS, LLC.</p>	<p>Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic–Massachusetts</p> <p>AT&T Broadband Phone of Massachusetts, LLC.</p> <p>(A.R.C. Networks, Inc., d/b/a InfoHighway Adoptee)</p>	<p align="center">2/3/2003 Adoption effective</p> <p align="center">6/26/2001 AT&T Broadband effective</p>	<p align="center">Amendment 2</p>

A.R.C, NETWORKS, INC. ICA AGREEMENT(S)

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE(S)	AMENDMENT NUMBER
<p align="center">New Jersey</p>	<p align="center">Adopted Agreement</p> <p align="center">INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of <u>October 7</u>, 1998 by and between BELL ATLANTIC - NEW JERSEY, INC. and DIECA COMMUNICATIONS, INC.</p>	<p align="center">Bell Atlantic--New Jersey, Inc. (n/k/a Verizon New Jersey Inc.)</p> <p align="center">DIECA Communications, Inc. (A.R.C. Networks, Inc., d/b/a InfoHighway Adoptee)</p>	<p align="center">12/2/1999 Adoption effective</p> <p align="center">10/7/1998 Covad effective</p>	<p align="center">Amendment 4</p>
<p align="center">Pennsylvania (fBA)</p>	<p align="center">Adopted Agreement</p> <p align="center">INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of <u>October 7</u>, 1998 by and between BELL ATLANTIC - PENNSYLVANIA, INC. and DIECA COMMUNICATIONS, INC..</p>	<p align="center">Bell Atlantic - Pennsylvania, Inc. (n/k/a Verizon Pennsylvania Inc.)</p> <p align="center">DIECA Communications, Inc. (A.R.C. Networks, Inc., d/b/a InfoHighway Adoptee)</p>	<p align="center">3/9/2000 Adoption effective</p> <p align="center">10/7/1998 Covad effective</p>	<p align="center">Amendment 5</p>

A.R.C, NETWORKS, INC. ICA AGREEMENT(S)

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE(S)	AMENDMENT NUMBER
<p align="center">Rhode Island</p>	<p align="center">AGREEMENT by and between A.R.C. NETWORKS, INC. D/B/A INFOHIGHWAY COMMUNICATIONS and VERIZON NEW ENGLAND INC., D/B/A VERIZON RHODE ISLAND, F/K/A NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY, D/B/A BELL ATLANTIC - RHODE ISLAND FOR THE STATE OF RHODE ISLAND</p>	<p>Verizon New England Inc., d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Rhode Island</p> <p>A.R.C. Networks, Inc. d/b/a InfoHighway Communications</p>	<p align="center">9/19/2001 effective</p>	<p align="center">Amendment 1</p>
<p align="center">Washington, D.C. (interstate adoption)</p>	<p align="center">Adopted Agreement</p> <p align="center">AGREEMENT Effective as of June 1, 2001 by and between Z-TEL COMMUNICATIONS OF VIRGINIA, INC. and VERIZON VIRGINIA INC., f/k/a BELL ATLANTIC – VIRGINIA, INC. FOR THE COMMONWEALTH OF VIRGINIA</p>	<p>Verizon Washington, DC Inc.</p> <p>Z-Tel Communications of Virginia, Inc.</p> <p>(A.R.C. Networks, Inc., d/b/a InfoHighway Adoptee)</p>	<p align="center">2/11/2003 Adoption effective</p> <p align="center">6/1/2001 Z-Tel effective</p>	<p align="center">Amendment 2</p>

Attachment 2

Terms and Conditions

1. Definitions.

Notwithstanding anything to the contrary in the Interconnection Agreement, this Amendment, in any applicable tariff or SGAT, or otherwise (including a change to applicable law effected after the Amendment Effective Date), the terms defined in this Section (or elsewhere in this Amendment) shall have the respective meanings set forth in this Amendment. A defined term intended to convey the meaning stated in this Amendment is capitalized when used. Other terms that are capitalized, and not defined in this Amendment, shall have the meaning set forth in the Act. Unless the context clearly indicates otherwise, any term defined in this Amendment that is defined or used in the singular shall include the plural, and any term defined in this Amendment that is defined or used in the plural shall include the singular. The words "shall" and "will" are used interchangeably, and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party. The terms defined in this Amendment have the meanings stated herein for the purpose of this Amendment only, do not otherwise supersede terms defined in the Interconnection Agreement and are not to be used for any other purpose. By agreeing to use the definitions of terms used in this Amendment, neither Party is conceding the definition of a term for any other purpose.

(a) "Act" means the Communications Act of 1934 (47 U.S.C. Section 151 et. seq.), as amended from time to time (including by the Telecommunications Act of 1996).

(b) "Adopting CLEC" means any carrier that adopts (to the extent adoption may be permitted under applicable law), an Interconnection Agreement as amended by this Amendment (this Amendment not being adoptable on a stand-alone basis under 47 C.F.R. § 51.809 or otherwise).

(c) "Amendment Effective Date" means April 1, 2008.

(d) "Bill Date" means the monthly billing date established for each billing account number (BAN) and is the same date from month to month.

(e) "Calendar Quarter" means January through March, April through June, July through September, or October through December.

(f) "CLEC Affiliates" means the entities identified in Attachment 1 to this Amendment, each such entity being a local exchange carrier affiliated with each of the other entities as of the Amendment Effective Date. In the case of an Adopting CLEC, "CLEC Affiliates" means each competitive local exchange carrier affiliated with such Adopting CLEC as of the effective date of such adoption.

(g) "Invoice" shall have the meaning set forth in Section 4 of this Attachment 1.

(h) "Service" means any Interconnection arrangement, Network Element, Telecommunications Service, Collocation arrangement, transport and termination (and/or receipt and delivery) of traffic, or other service, facility or arrangement, offered for sale and/or provided by a Party under the Interconnection Agreement (including, without limitation, any Service offered pursuant to Section 251 of the Act under an Interconnection Agreement by reference to a tariff; provided, however, that, notwithstanding anything contained in the Amended Agreement, access services provided under a Party's interstate or intrastate access tariffs are not included within the Services covered by this Amendment).

2. Preconditions.

The Parties' agreement to the terms of Section 3 below (as well as to the other terms of this Amendment) was expressly conditioned upon all of the following:

(a) Verizon having determined in its sole discretion: (i) that Broadview and the CLEC Affiliates have satisfied their obligation to pay all amounts owed to Verizon under the Interconnection Agreements for Services provided and billed by Verizon prior to the Amendment Effective Date (and, similarly, in the case of an Adopting CLEC, neither the terms of Section 3 nor any other terms of this Amendment would be available for adoption, and would not be binding upon Verizon unless, Verizon has determined in its sole discretion, and informed the Adopting CLEC in writing, that such Adopting CLEC and each of its CLEC Affiliates have satisfied their obligation to pay all amounts for Services provided and billed by Verizon prior to the effective date of any such adoption); and

(b) Broadview's and the CLEC Affiliates' having unconditionally waived any claims that they may have for amounts that Verizon may owe to Broadview or to CLEC Affiliates for Services provided and billed by Broadview (or the applicable CLEC Affiliate) prior to the Amendment Effective Date (and, similarly, in the case of an Adopting CLEC, neither the terms of Section 3 nor any of the other terms of this Amendment would be available for adoption, and would not be binding upon Verizon unless, such Adopting CLEC and each of its CLEC Affiliates unconditionally waive any claims that they may have for amounts Verizon may owe to such Adopting CLEC and its CLEC Affiliates for Services provided and billed by such Adopting CLEC and its CLEC Affiliates prior to the effective date of such adoption); and

(c) Broadview's and the CLEC Affiliates' agreement to all of the terms below in this Amendment (and, similarly, in the case of an Adopting CLEC, the terms of Section 3 would be expressly conditioned on the agreement of such Adopting CLEC and each of its CLEC Affiliates to all of the terms below in this Amendment);

(d) Broadview shall not file, on or at any time after the Amendment Effective Date (or, in the case of an Adopting CLEC, the effective date of such adoption) for so

long as the terms of this Amendment remain effective under Section 8 below (including without limitation under any new or replacement interconnection agreement between the Parties during the period required by Section 8), any pleadings, comments, letters, *ex parte* communications, or other filings with (nor shall it meet or otherwise communicate with any representatives of) any court or regulatory agency opposing or challenging (i) Verizon's right to bill retrospectively or to limit Billing Claims (as defined in this Amendment), in accordance with the terms of this Amendment, for Services that Verizon provides or has provided to Broadview, or (ii) any Verizon practice of billing retrospectively or limiting Billing Claims, in a manner consistent with the terms of this Amendment, for Services that Verizon provides or has provided to Broadview or services that Verizon provides or has provided to any other party; ***provided, however,*** that nothing in this subparagraph 2(d) shall preclude Broadview (i) from opposing or challenging (nor shall anything in this subparagraph 2(d), by itself, entitle Broadview to oppose or challenge) (A) Verizon's right to bill retrospectively or to limit Broadview's right to seek credits, refunds, interest, penalties and/or related damages or the like for services that Verizon provides or has provided to Broadview other than under this Amended Agreement (including, without limitation, any new or replacement agreement between the Parties into which the Parties implement the terms of this Amendment under Section 8 below), or (B) any Verizon practice of billing retrospectively or limiting Broadview's right to seek credits, refunds, interest, penalties and/or related damages or the like for services that Verizon provides or has provided to Broadview other than under this Amended Agreement (including, without limitation, any new or replacement agreement between the Parties into which the Parties implement the terms of this Amendment under Section 8 below); (ii) from challenging (nor shall anything in this subparagraph 2(d), by itself, entitle Broadview to challenge) the legitimacy or applicability of a Verizon charge on grounds other than timeliness of the Invoice, whether or not such charge constitutes a Backbill Amount; or (iii) from seeking (nor shall anything in this subparagraph 2(d), by itself, entitle Broadview to seek) a limit on backbilling in arbitrating terms to apply after the Termination Date (as defined in Section 8 below) under a subsequent interconnection agreement in the event that Verizon has provided notice of its intent to terminate an interconnection agreement.

(e) To the extent Broadview, prior to the Amendment Effective Date (or, in the case of an Adopting CLEC, the effective date of such adoption), filed any complaint or claim with any court or regulatory agency opposing or challenging any Verizon right or practice described in Section 2(d)(i) or (ii) above (collectively, "CLEC Complaints"), Broadview shall, within ten (10) calendar days after the Amendment Effective Date, withdraw with prejudice, expressly and in writing, any such CLEC Complaints. Without limiting Broadview's obligations under the preceding sentence, Broadview authorizes Verizon to represent to any such court or regulatory agency that Broadview has authorized Verizon to inform such court or agency that Broadview has voluntarily agreed to the terms of this Amendment.

(f) To the extent Broadview, as a party to any rulemaking proceeding or similar forum, filed, prior to the Amendment Effective Date (or, in the case of an Adopting CLEC, the effective date of such adoption), any pleadings, comments, letters, *ex parte* communications, or other filings with any court or regulatory agency in which

Broadview made statements or allegations opposing or challenging any Verizon right or practice described in Section 2(d)(i) or (ii) above, but where such pleadings, comments, letters, *ex parte* communications or other filings do not constitute a CLEC Complaint that must be withdrawn under Section 2(e) above (collectively, "CLEC Comments"), Broadview authorizes Verizon to represent to any such court or regulatory agency that Broadview has authorized Verizon to inform such court or agency that Broadview has voluntarily agreed to the terms of this Amendment.

3. Backbill Limitation.

Each Party may send Invoices to the other Party containing amounts found to be unbilled or underbilled for prior billing periods for Services ("Backbill Amounts") subject to the following provisions:

(a) Subject to the exceptions set forth in Section 3(c) below, the billed Party shall not be liable for that portion, if any, of Backbill Amounts in connection with charges incurred by the billed Party to the extent such portion of Backbill Amounts was incurred earlier than twelve (12) months prior to the date of the Invoice including such Backbill Amounts. Subject to the exceptions set forth in Section 3(c) below, the billing Party shall not submit Invoices to the billed Party containing Backbill Amounts incurred by the billed Party earlier than twelve (12) months prior to the date of the Invoice including such Backbill Amounts. For the avoidance of any doubt, the foregoing Backbill Amount limitation shall also apply to any unbilled or underbilled amounts associated with charges that rely on data from third parties. For purposes of this Section 3, charges shall be deemed incurred upon the first day of the billing cycle after the one in which the Service was provided.

(b) Notwithstanding any other provision of this Amendment (except subject to Section 2 above), any Invoices containing Backbill Amounts that the billing Party may submit to the billed Party after the expiration or termination of this Amendment, which amounts are with respect to charges incurred prior to such expiration or termination of this Amendment, shall be subject to the Backbill Amount limitation defined in Section 3(a) above (together with the exceptions thereto, if applicable, set forth in Section 3(c) below).

(c) Notwithstanding any other provision of the Interconnection Agreement or this Amendment, the billing Party may send Invoices containing Backbill Amounts for charges incurred by the billed Party earlier than the 12-month Backbill Amount limitation period defined in Section 3(a) above, and the billed Party shall be liable for such Backbill Amounts (subject, however, to bona fide billing disputes, if any, relating to aspects of the Invoices other than timeliness of the invoice), under the following circumstances:

(A) where the failure to bill or underbilling was caused by the acts, failure or refusal to act, errors, or omissions of the billed Party or its agents, including, but not limited to, the nonprovision of call records or the provision of inaccurate or incomplete call records;

(B) where the failure to bill or underbilling was caused by inaccurate or incomplete data provided to the billing Party by a third party acting as an agent of or otherwise associated with the billed Party (for the avoidance of any doubt, a third party is “otherwise associated with the billed Party” in cases including, but not limited to, where such third party is a tandem transit service provider that delivers to the billing Party call traffic that it received from the billed Party, or where the billed Party delivers to the billing Party call traffic to be handed off to the third party for termination), to the extent the billing Party reasonably relied on such data in billing the billed Party; provided, however, that if the third party was not acting as an agent of and was not otherwise associated with either the billed Party or the billing Party, the 12-month Backbill Amount limitation period defined in Section 3(a) above shall be increased to a twenty-four (24)-month Backbill Amount limitation period;

(C) where the failure to bill or underbilling was caused by a fire, flood, or other occurrences attributable to an act of God; provided, however, that such act of God shall toll the backbilling limitation by no more than six (6) months;

(D) where the failure to bill or underbilling was caused by a strike or similar work stoppage (collectively, "Work Stoppage") during the final six (6) months of the 12-month Backbill Amount limitation period defined in Section 3(a), in which case the Backbill Amount limitation defined in Section 3(a) shall be tolled for a period equal to the duration of the Work Stoppage plus ninety (90) days;

(E) where the back billing by Verizon implements new rates or charges, or an increase in, or restructuring of, Verizon's existing rates or charges (collectively, "New Rates"), to the extent such New Rates, pursuant to an effective, unstayed order or decision of a court or commission of competent jurisdiction, explicitly apply to a period earlier than the date of such order or decision and the Backbill Amount limitation period defined in Section 3(a) above;

(F) (Intentionally Left Blank);

(G) where the back billing is to recover a third-party charge that the Interconnection Agreement permits the billing Party to recover from the billed Party, and the billing Party's failure to bill or underbilling was caused by a third party acting as an agent of or otherwise associated with the billed Party (for the avoidance of any doubt, a third party is “otherwise associated with the billed Party” in cases including, but not limited to, where such third party is a tandem transit service provider that delivers to the billing Party call traffic that it received from the billed Party, or where the billed Party delivers to the billing Party call traffic to be handed off to the third party for termination); provided, however, that if the third party was not acting as an agent of and was not otherwise associated with either the billed Party or the billing Party, the 12-month Backbill Amount limitation period defined in Section 3(a) above shall be increased to a twenty-four (24)-month Backbill Amount limitation period;

(H) (Intentionally Left Blank);

(I) the failure to bill or underbilling is to recover early termination charges (e.g., where the billed Party purchases a Service based on a term commitment, the billed Party fails to satisfy the term to which it committed, and termination liability applies for Services rendered and billed beyond the Backbill Amount limitation period defined in Section 3(a) above);

(J) where the backbilling is to recover a federal, state or local government tax, fee, duty, surcharge (including, but not limited to, any E911/911, telecommunications relay service, or universal service fund surcharge), or other tax-like charge assessed in connection with a Service (collectively, "Tax") and such tax (i) has been retroactively applied by the taxing authority or (ii) the failure to bill or underbilling was for reasons attributable to the billed Party (including, but not limited to, the billed Party's failure to obtain, provide, or maintain a valid tax exemption certificate); or

(K) Where the parties have otherwise agreed in a written agreement signed by authorized representatives of the Parties after the Amendment Effective Date.

4. Billing and Payment of Charges.

Except as may otherwise be provided in this Amendment, each Party shall submit to the other Party on a monthly basis, an itemized statement of charges incurred by the other Party during the preceding month(s) (or, in the case of non-usage sensitive charges, the forthcoming month(s)) for Services rendered hereunder (an "Invoice"). Broadview's payment of billed amounts under this Amendment, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, on or before the later of the following dates (the "Due Date"): (a) thirty (30) calendar days after the date of the Invoice; or (b) twenty (20) calendar days after the date the Invoice is received by the billed Party. If such payment Due Date would cause Broadview's payment to be due on a Sunday or Legal Holiday which is observed on a Monday, payment will be due the first business day following such Sunday or Legal Holiday. If such payment Due Date would cause Broadview's payment to be due on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment will be due on the last non-Legal-Holiday day preceding such Saturday or Legal Holiday. For purposes of this section, a "Legal Holiday" is defined as a day, other than Saturday or Sunday, that is designated a bank holiday by the Federal Reserve (or such other bank as the Parties mutually agree upon). For the avoidance of any doubt, a payment to Verizon shall be deemed made on the date it is received by Verizon. Payments shall be transmitted by electronic funds transfer.

5. Billing Disputes.

(a) If any portion of an amount billed by a Party under an Amended Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Disputing Party") shall give written notice to the billing Party of the amounts it disputes ("Disputed Amount") through the billing Party's claims submission process and include

in such notice the specific details and reasons for disputing each item. For the avoidance of any doubt, the Disputing Party shall provide such written notice of a bona fide dispute regardless of whether it pays the subject charges. The Disputing Party shall provide any such notices of a bona fide dispute to the billing Party as soon as reasonably possible after receiving the Invoice on which the Disputed Amount first appeared; provided, however, if the Disputing Party does not provide to the billing Party a notice of a bona fide dispute within nine (9) months after the date of the Invoice on which the Disputed Amount first appeared, the Disputing Party unconditionally and irrevocably waives any rights it might have to dispute the subject charges or to recover any such charges previously paid. The foregoing waiver shall apply to all Disputed Amounts as to which the Disputing Party failed to provide notice of a bona fide dispute in accordance with the requirements of this Section (such requirements including, but not being limited to, the 9-month limitation set forth above), regardless of whether such Disputed Amounts fall in the same class of charges as a Disputed Amount with respect to which the Disputing Party provided a notice of a bona fide dispute in accordance with the requirements of this section. Subject to Section 5(a)(i) below as to Broadview, the Disputing Party shall pay, when due, to the billing Party all amounts billed by the billing Party that are not subject to a bona fide dispute of which the Disputing Party has notified the billing Party in accordance with the requirements of this section. Amounts due to the billing Party that are not paid by the payment Due Date shall be subject to a Late Payment Charge (as defined below) in accordance with the terms of Section 6.

(i) Should Disputed Amounts as to which Broadview is the Disputing Party, in any three (3) months of any period of six (6) consecutive months, exceed in the aggregate twenty-five percent (25%) of the total invoiced charges for the Services during the applicable period, then Broadview shall be required in each succeeding month to pay on or before the Due Date the greater of all undisputed charges or seventy-five percent (75%) of the total charges invoiced in that month under the applicable Amended Agreement, pending final resolution of the Disputed Amounts through the dispute resolution process in accordance with Section (5)(a)(ii) below; ***provided, however***, that the seventy-five percent (75%) minimum payment requirement shall not apply to the extent that Broadview is participating in any pending legal or regulatory proceeding addressing the invoiced charges or class of charges that comprise the Disputed Amounts. Any Disputed Amounts that are finally resolved in Verizon's favor that were underpaid to Verizon as a result of the foregoing seventy-five percent (75%) minimum payment requirement shall be paid to Verizon by Broadview with applicable late payment charges, and any Disputed Amounts that are finally resolved in Broadview's favor that were overpaid to Verizon as a result of the foregoing seventy-five percent (75%) minimum payment requirement shall be refunded to Broadview by Verizon with applicable interest at a rate not to exceed the rate permitted for late payment charges under Section 6 below.

(ii) If the Parties are unable to resolve the issues related to the Disputed Amounts, then either Party may pursue dispute resolution pursuant to the terms of the Amended Agreement, provided however, Verizon and Broadview agree that neither Verizon nor Broadview will make claims against the other Party or any affiliate of the other Party in any court, regulatory commission, arbitration tribunal, or other forum ("Billing Claims"), for credits, refunds, interest, penalties and/or related damages or the

like except where, in accordance with the requirements of Section 5(a) above, written notice of a bona fide dispute has been given by the Disputing Party to the billing Party not later than nine (9) months after the date of the Invoice on which the Disputed Amount first appeared.

(iii) Except as set forth above, payment of any amounts under this Amendment, by itself, does not constitute a waiver of either Party's rights under the terms of the applicable Amended Agreement(s) to contest its obligation to pay any amounts allegedly owed under such Amended Agreement(s) or to seek a refund for any amount paid.

6. Late Payment Charges.

(a) Subject to Section 6(b) below, if either Party fails to remit a payment (including, without limitation, a Late Payment Charge) for any charges by the payment Due Date, or if a payment or any portion of a payment is received by either Party after the payment Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty ("Late Payment Charge") shall be assessed at the rate provided for in the Interconnection Agreement; provided, however, if the Interconnection Agreement does not provide such a rate, the Late Payment Charge shall be in an amount specified by the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed Late Payment Charges) per month.

(b) If the billed Party provides notice to the billing Party of a Disputed Amount (as defined in Section 5 above) in accordance with the requirements of Section 5 above, then the billed Party need not pay Late Payment Charges on such Disputed Amount pursuant to this Section 6 until such time as the dispute is resolved in the billing Party's favor, in which case the billed Party shall pay Late Payment Charges for the period from the Due Date (as defined in Section 4 above) up to the date on which the billed Party remits payment of the Disputed Amount. For the avoidance of any doubt, for purposes of calculating such Late Payment Charges for such period, the Disputed Amount principal for each month shall include, without limitation, the Late Payment Charges that shall be deemed to have accrued, at the rate provided for under Section 6(a) above, up to that month.

7. Assurance of Payment.

(a) At any time and from time to time, based on the conditions set forth in this Section 7, Verizon may request, and Broadview shall provide to Verizon, adequate assurance of payment of amounts due (or to become due) to Verizon under the Amended Agreements.

(b) Verizon may request, and Broadview shall provide, assurance of payment if (i) Broadview (A) in any month ("Month X"), fails to pay when due amounts (including, without limitation, past due amounts from previous billing periods) that in total equal or exceed five percent (5%) of the total amount due to Verizon during that month for Services billed by Verizon and fails to cure such nonpayment within five (5)

business days of Verizon's written notice of nonpayment, and (B) in any other month within the same period of twelve consecutive months as Month X ("Month Y"), fails to pay when due amounts (including, without limitation, past due amounts from previous billing periods) that in total equal or exceed five percent (5%) of the total amount due to Verizon during Month Y for Services billed by Verizon and fails to cure such nonpayment within five (5) business days of Verizon's written notice of nonpayment (such notice, the "Cure Notice," to be provided in accordance with Section 9 below (or, in the case of an Adopting CLEC, in accordance with the notice provisions of the Interconnection Agreement, until such time as the Adopting CLEC may provide Verizon with proper notice of the Adopting CLEC's contact information that the Adopting CLEC identifies as being for the specific purpose of the Cure Notice under Section 9(b) below)); or (ii) Broadview admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. For purposes of Section 7(b)(i) above, a payment shall not be deemed untimely if, at the payment Due Date: (i) Broadview has notified Verizon of a bona fide dispute regarding such amount in accordance with the requirements of Section 5(a) of this Amendment, and (ii) in cases where Verizon has previously denied such a dispute, Broadview, in a written notice provided within (ten) 10 business days after such denial, stated that it had a bona fide basis to challenge the denial and requested that the dispute be escalated to a higher level in Verizon's claim dispute process, and the amount remains subject to a bona fide dispute.

(c) Unless otherwise agreed in writing by the Parties, the assurance of payment shall consist of an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance satisfactory to Verizon from a financial institution acceptable to Verizon in its sole discretion. The letter of credit shall be in an amount equal to two (2) months anticipated charges (including, but not limited to, both recurring and non-recurring charges), as reasonably determined by Verizon, for the Services to be provided by Verizon to Broadview in connection with the Interconnection Agreement.

(d) Verizon may (but is not obligated to) draw on the letter of credit upon notice to Broadview in respect of any amounts to be paid by Broadview hereunder that are not paid on the date that payment of such amounts is required by this Amendment.

(e) If Verizon draws on the letter of credit, upon notice by Verizon, Broadview shall provide a replacement or supplemental letter of credit conforming to the requirements of Section 7(c) above.

(f) Notwithstanding anything else set forth in the Interconnection Agreement or this Amendment, if Verizon makes a request for assurance of payment in accordance with the terms of this Section 7, then Verizon shall have no obligation thereafter to perform under the Interconnection Agreement until such time as Broadview has provided Verizon with such assurance of payment.

(g) The fact that a letter of credit is requested by Verizon hereunder shall in no way relieve Broadview from compliance with the requirements of the applicable Interconnection Agreement(s) or this Amendment (including, but not limited to, any applicable tariffs) as to advance payments and payment for Services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of Services for nonpayment of any amounts payment of which is required by the applicable Interconnection Agreement(s) or this Amendment.

(h) If either Party defaults in the payment of an amount due hereunder, except for amounts subject to a bona fide dispute pursuant to Section 5 hereof with respect to which the disputing Party has complied with the requirements of Section 5 in its entirety) or if either Party materially violates any other material provision of an Amended Agreement(s), and such material default or violation shall continue for thirty (30) calendar days after written notice in accordance with the Notice(s) provisions of the Amended Agreement(s), the other Party may terminate the Amended Agreement(s) and/or suspend the provision of any or all Services thereunder by providing written notice to the defaulting Party in accordance with the notice(s) provisions of the applicable Amended Agreement(s). If the defaulting Party cures the default or violation within the thirty (30) day period, the other Party shall not terminate the Amended Agreement(s) or suspend Service provided thereunder but shall be entitled to recover all reasonable costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of the Amended Agreement(s) or the suspension of Service provided thereunder.

(i) If Broadview has provided assurance of payment to Verizon pursuant to the terms of this Section 7, but at least twelve (12) months have passed since the provision of such assurance of payment without the occurrence of a non-payment triggering event (i.e., as set forth in Sections 7(b)(i)(A) or 7(b)(i)(B) above), then upon written request from Broadview, Verizon shall return to Broadview such assurance of payment.

8. Waiver of Rights; Successor Terms.

(a) Subject to Section 2 above, the terms of this Amendment shall be effective on the Amendment Effective Date and shall continue in effect until January 23, 2012 (the "Initial Term") and, thereafter, shall automatically renew for successive periods of one (1) year (each such successive period, an "Extended Term") unless either Party, at least six (6) months prior to the last day of the Initial Term, notifies the other Party in writing that it wishes to terminate the terms of this Amendment. If the terms of this Amendment renew automatically for an Extended Term(s) as set forth above, then either Party may terminate the terms of this Amendment by providing written notice of termination at least six (6) months in advance of the date of termination. To the extent necessary to give effect to the foregoing terms of this Section 8(a), each Party irrevocably waives, with respect to the other Party, any and all rights that it may have or that it may obtain, from the beginning of time through and including the Initial Tem (and, as applicable, any Extended Term for which this Amendment remains effective), under the Act (including, but not limited to, under Section 252(i) thereof), under any other applicable law, under the Interconnection Agreements, or otherwise (i) to adopt the terms of any other interconnection agreement, law, regulation,

order, arbitration award or the like relating to the subject matter of this Amendment; or (ii) to seek through negotiation, arbitration, or otherwise terms or provisions that would modify, replace, alter or otherwise change the terms of this Amendment prior to the end of the Initial Term (and, as applicable, any Extended Term for which the terms of Amendment remains effective). The effective date of any termination under this Section 8(a), which shall not be before the end of the Initial Term, may be referred to as the "Termination Date" and the date of provision of such notice may be referred to as the "Termination Notice Date".

(b) In the event the terms of this Amendment are terminated in accordance with Section 8(a) above: (i) if, as of the Termination Date, the Interconnection Agreement remains effective between the Parties and has not been replaced by a new or successor interconnection agreement, the terms of the Interconnection Agreement, excluding the terms of this Amendment, shall govern as to the matters set forth herein until such time as the Interconnection Agreement is replaced by a new or successor interconnection agreement; (ii) if, as of the Termination Date, the Interconnection Agreement has been replaced by an interconnection agreement adopted pursuant to Section 252(i) of the Act or other provision of applicable law (an "Adopted Replacement Agreement") that remains effective between the Parties, the terms of such Adopted Replacement Agreement, excluding the terms of this Amendment, shall govern as to the matters set forth herein until such time as such Adopted Replacement Agreement is replaced by a new or successor interconnection agreement. If the Parties enter into a voluntarily negotiated Interconnection Agreement that becomes effective during, but prior to the end of, the Initial Term (or, as applicable, during, but prior to the end of, an Extended Term), the terms of such voluntarily negotiated Interconnection Agreement, including those terms addressing the matters set forth in this Amendment, shall govern during the period that such Interconnection Agreement is effective. The Parties shall include in any such voluntarily negotiated Interconnection Agreement the terms of this Amendment as well as the terms that shall apply in the event either Party provides notice of termination of the terms of this Amendment in accordance with Section 8(a).

(c) Notwithstanding anything set forth in this Section 8, either Party's termination of the terms of this Amendment pursuant to this Section 8 shall not be deemed to permit either Party: (i) to bill the other Party for any amount that, prior to the Termination Date, the billing Party was barred from billing to the other Party under Section 3 above, or (ii) to dispute any amount that the Party, prior to the termination date, was barred from disputing under Section 5 above.

(d) Neither Party hereby waives any other rights accorded to it under applicable law, except to the extent expressly stated in this Amendment. Subject to and without limiting the provisions of Section 2 of this Attachment, nothing in this Amendment should be construed or interpreted as limiting in any way either Party's rights to pursue in any forum regulatory or legislative reform and/or changes to applicable law.

9. Cure Notice to Broadview Under Section 7(b) of this Amendment.

(a) The Cure Notice required under Section 7(b) of this Amendment must be in writing and sent by (i) certified mail, with return receipt requested or (i) Federal Express or other overnight service. Any Cure Notice provided under (i) or (ii) of the preceding sentence shall be deemed effective when received or refused.

(b) Any Cure Notice provided under Section 9(a) above shall also be transmitted by email, which email shall not constitute notice. The requirement for an email transmission under this section shall be deemed satisfied when sent to the email addresses identified under Section 9(c) below, regardless of whether Broadview actually receives the email. Broadview is responsible for notifying Verizon, by written notice pursuant to the notice provisions of the Interconnection Agreement, of any change in the email addresses or other Broadview contact information identified under Section 9(c) below. Verizon shall not be deemed to have actual or constructive knowledge of any change to the email addresses or other Broadview contact information identified under Section 9(c) below if Broadview did not provide Verizon written notice of such change in accordance with the notice provisions of the Interconnection Agreement.

(c) Broadview Contacts for the Cure Notice:

Rebecca Sommi
Senior Vice President – Operations Support
Broadview Networks, Inc.
2100 Renaissance Boulevard
King of Prussia, Pennsylvania 19406
Phone: (610) 755-4872
Email: rsommi@broadviewnet.com

With a copy to (which shall not constitute notice):

Charles C. Hunter
Executive Vice President and General Counsel
Broadview Networks, Inc.
800 Westchester Avenue, Suite N-501
Rye Brook, New York 10573
Phone: (914) 922-7589
Email: chunter@broadviewnet.com

With a copy to (which shall not constitute notice):

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Managing Director – Cost Assurance
744 Broad Street, 10th Floor
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Phone: 973.848.8824
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