

**AMENDMENT NO. 3**

**to the**

**INTERCONNECTION AGREEMENT**

**between**

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

**and**

**COVAD COMMUNICATIONS COMPANY**

This Amendment No. 3 (this "Amendment") is made this 26 day of February 2001 (the "Effective Date") by and between Verizon New England Inc., d/b/a Verizon Massachusetts, a New York corporation ("Verizon"), and Covad Communications Company, a California corporation ("Covad"). (Verizon and Covad may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties".)

**WITNESSETH:**

WHEREAS, Verizon and Covad are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated July, 1, 1998 (the "Interconnection Agreement");

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 in accordance with, but only to the extent required by, all effective, final and nonappealable laws, government regulations and orders applicable to such elements and collocation (such laws, regulations and orders, "Applicable Law").

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

1. Amendment to Interconnection Agreement. Effective as of the date first set forth above, the Interconnection Agreement is amended hereby as follows:

(A) Dark Fiber. Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(1) of this Amendment, Verizon shall provide Covad with access to a Dark Fiber Loop (as such term is hereinafter defined) 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 rates, terms and conditions are effective. A "Dark Fiber Loop" consists of continuous fiber optic strand(s) in a Verizon fiber optic cable between the fiber distribution frame, or its functional equivalent, located within a Verizon Wire Center, and Verizon's main termination point, such as the fiber patch panel located within a Customer premise, and that has not been activated through connection to the electronics that "light" it, and thereby render it capable of carrying Telecommunications Services.

(B) Dark Fiber Interoffice Facilities (IOF). Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(1) of this Amendment, Verizon shall provide Covad with access to a Dark Fiber IOF UNE (as such term is hereinafter defined) 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 UNE, as the case may be, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. A Dark Fiber IOF UNE is defined as continuous fiber strand(s) that are located within a fiber optic cable sheath between either (a) two Verizon central offices or (b) a Verizon central office and a Covad central office but, in either case, without attached multiplexing, aggregation or other electronics. Dark Fiber IOF is available between CLEC's collocation arrangements within two Verizon Central Offices, or between CLEC's collocation arrangement in a Verizon Central Office and Covad's CO.

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

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreement only to the extent set forth expressly in Section 1 of this Amendment,

and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Interconnection Agreement shall remain in full force and effect after the date first set forth above.

6. Termination Date of Amendment: This amendment shall terminate on the same day as the underlying agreement that the amendment amends.

7. Reservation of Rights: The Parties agree that, notwithstanding this amendment, they may make whatever arguments they wish regarding the rates, terms and conditions for dark fiber in future regulatory proceedings, including an arbitration on a replacement interconnection agreement covering dark fiber.

UNE Remand Amendment

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the date first set forth above.

COVAD

VERIZON MASSACHUSETTS

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

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

Printed: \_\_\_\_\_

Printed: Jeffrey A. Masoner

Title: \_\_\_\_\_

Title: Vice-President - Interconnection Services  
Policy & Planning

UNE Remand Amendment

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the date first set forth above.

COVAD

VERIZON MASSACHUSETTS, INC.

By: 

By: 

Printed: DHRUV KHANNA

Printed: Jeffrey A. Masoner

Title: EVP & GENERAL COUNSEL

Title: Vice-President - Interconnection Services  
Policy & Planning

Exhibit A

To be completed in accordance with Section 1 (I)( 1) of this Amendment.