

INTERIM AMENDMENT TO INTERCONNECTION AGREEMENT

This Amendment ("Amendment") between Bell Atlantic ("BA") and Covad Communications Company ("Covad") amends the Interconnection Agreement by and between BA and Covad dated _____ (the "IA"). This Amendment is dated as of the date of the last signature to this Amendment.

1. BA will provide COVAD with access to the frequency range above the voiceband on a copper loop facility used to carry analog circuit-switched voiceband transmissions (the "high frequency spectrum network element" or "HUNE"). COVAD may use this access to provision any voice compatible xDSL technologies. Specifically permissible are ADSL, RADSL, G.lite and any other xDSL technology that is presumed to be acceptable for shared-line deployment in accordance with FCC rules.
2. To order the high frequency spectrum network element, COVAD must have digital subscriber line equipment collocated in the central office that serves the end-user of that line. COVAD must provide the end-user with, and is responsible for the installation of, a splitter, filter(s) and/or other customer premises equipment necessary for the end-user to receive separate voice and data services across the same loop.
3. BA will provide COVAD with access to all data regarding the loop containing the high frequency network element that is available to BA, including but not limited to loop makeup information contained in BA's databases and the results of any mechanized loop test performed on the loop.
4. BA will condition or decondition a loop to make it capable of supporting COVAD's xDSL technology across the high frequency network element where such conditioning or deconditioning will not interfere (other than during the conditioning or deconditioning) with the voiceband services provisioned across the loop at the time COVAD orders the network element. If BA contends that conditioning or deconditioning a loop will interfere with the voice grade service on the loop, then (a) BA at the request of COVAD has the burden of establishing that its contentions are correct to the _____ Public Utilities Commission; (b) BA may not provide xDSL services across that loop; and (c) BA at the request of COVAD will, whenever possible, transfer the end-user's voice service to a loop that is capable of supporting COVAD's xDSL technology across the high frequency network element. Where an intermediate concentration point, such as a DLC or remote terminal, results in a combined copper and fiber loop, BA will provide COVAD line sharing capability over the copper portion of the loop and, as part of that line sharing capability, the BA will provide as an unbundled network element pursuant to section 251(c)(3) of the Act the necessary loop electronic and fiber sub-loop transmission capability from the remote location back to the central office.
5. BA will provide COVAD with access to the high frequency network element in one of the following ways as specified by Covad:

- a. BA will purchase, install and maintain a central office POTS splitter and permit COVAD to interconnect to data ports on that POTS splitter. COVAD also has the option of purchasing, installing, and maintaining a central office POTS splitter.
 - b. COVAD may virtually collocate central office POTS splitters. In this case, COVAD will have the option to either purchase the central office POTS splitter of its choosing or to have BA purchase the splitter on COVAD's behalf. COVAD will lease the POTS splitter to BA at no cost. Subject to agreed to or ordered pricing, BA will install and maintain the splitter in the central office. This option will be provided pursuant to the agreement of the parties resulting from the New York Public Service Commission's DSL Collaborative. Documents memorializing the agreements on the technical and other requirements for this option are attached as Appendix AD.
 - c. Under either option (a) or (b), above, BA will install the splitter in one of three locations in the central office: (i) in a relay rack as close to COVAD's DS0 termination points as possible; (ii) where an intermediate or POT Bay is used, on that frame; or (iii) where options (i) and (ii) are not available, on the main distribution frame or in some other appropriate location. BA will pre-wire the splitter data ports to the COVAD collocation area.
 - d. COVAD may collocate the splitters in its own collocation area. BA will cooperate in wiring the splitter appropriately to provide access to the high frequency spectrum network element. COVAD may inspect any BA premises for which BA contends there is no space available for POTS splitters within ten days of BA's no-space response pursuant to the FCC's March 31, 1999 Order in CC Docket No. 98-147.
 - e. COVAD and BA may use any central office POTS splitter that meets the requirements for central office equipment collocation set by the FCC in its March 31, 1999 order in CC Docket No. 98-147. Should BA chose to deploy a POTS splitter that meets industry standards but is not compatible with COVAD xDSL equipment that meets industry standards, BA will additionally deploy POTS splitters that meet industry standard and are compatible with COVAD's xDSL equipment.
 - f. If the POTS splitter is collocated in COVAD's collocation area under subparagraph (d), above, BA agrees to indemnify and hold harmless COVAD for any harm to voice grade services caused by anything other than an intentional act by COVAD. BA agrees that harm to voice grade services caused by anything other than an intentional act by COVAD is not grounds for refusing to provide COVAD access to the high frequency network element.
1. BA will begin providing COVAD with access to the high frequency network element in every central office where COVAD requests such access on or before June 6, 2000 ("Day One"). The implementation schedule that the parties have agreed to is as follows:

- a. Beginning on March 23, 2000, COVAD will begin to submit 25 collocation applications per week, beginning for the central offices in New York, for a total of 157 total central offices that BA will have ready for linesharing implementation by June 6, 2000.
 - b. Thereafter, COVAD will provide BA with a list of prioritized central offices for the rest of the BA footprint and submit collocation applications for these central offices by April 15, 2000. BA will, at a minimum, provide linesharing in all of the central offices for which COVAD has submitted applications by April 15, 2000. The central offices for which COVAD has requested such access is attached as Appendix CB.
 - c. The parties will come to a mutually agreeable linesharing implementation schedule for the remaining central offices in BA's footprint.
1. BA will offer a streamlined application process for handling collocation of POTS splitters. As soon as a central office has a splitter installed, BA will provision begin accepting orders for shared lines served by that office (whether or not June 6, 2000 has arrived).
2. BA will revise collocation applications to include space for requests for information regarding equipment necessary to access the high frequency network element. If COVAD requests that a central office where it is not currently collocated be provisioned for line sharing, COVAD will indicate its request on the collocation application for that central office. If COVAD's collocation application is accepted, BA will make the office ready for line sharing within an interval of 15 business days.
3. Beginning on Day One, BA will provide COVAD with access to the high frequency spectrum network element within an interval of 3 business days. The interval will be measured from the date COVAD first places the order for the network element. Within 3 months of Day One and continuing thereafter, BA will begin to provide access to the high frequency spectrum network element within 48 hours of receiving an order for the element from COVAD. Within 6 months of Day One and continuing thereafter, BA will begin to provide access to the high frequency spectrum network element within 24 hours of receiving an order for the element from COVAD.
4. For test, repair and maintenance purposes, BA will allow COVAD intrusive, physical access to any loop containing a high frequency network element leased by COVAD at the point where the combined voice and data loop leaves the central office. The point of demarcation will be at the place where the data loop leaves the splitter on its way to COVAD's xDSL equipment. If BA positions remote test access in that signal path, Covad will be provided access to that same remote test access, at a reasonable, negotiated cost. In no case will BA use remote test access without first informing Covad that BA they will be interrupting the high frequency service. BA will not use remote test access unless and until it provides equal remote test access to Covad.
5. BA and COVAD are continuing to develop repair and maintenance procedures and agree to document final agreed-to procedures in a methods and procedures document that will be available on BA's web site. In the interim, BA and

COVAD agree that the following general principles will guide the repair and maintenance process:

- a. BA will be responsible for repairing voice services and the physical line. COVAD will be responsible for repairing data services. Each entity will be responsible for maintaining its own equipment. The party that controls the central office splitter will be responsible for maintaining it.
 - b. BA and COVAD will work together to diagnose and resolve any troubles reported by the end-user. BA will not terminate COVAD data service based on a customer initiated complaint unless either (a) the customer's voice service is completely inoperable due to a problem caused by COVAD's equipment; or (b) BA has the permission of COVAD; and (c) the termination is limited in duration to the time necessary to repair the trouble.
1. BA and COVAD agree to the following interim prices for access to the high frequency network element. Any element necessary for interconnection that is not identified below is priced as currently set forth in the Interconnection Agreement. The shared line price and the non-recurring installation charge will be subject to true up based on a TELRIC-based cost docket that the parties will jointly request be initiated and completed by the _____ Public Utilities Commission.

Category	Element	Interim Price
Shared Line Non-Recurring	Installation charge	
Shared Line Recurring	Shared line	\$0
BA Splitter, Recurring	Data Port on Splitter	
Splitter Collocation Non-Recurring	Installation	
Splitter Collocation Recurring	Equipment bay – per shelf	
Remote Test Access	Partial Equipment (shared use with BA) and monthly usage charge	

2. * The base interconnection agreement between BA and COVAD.
3. BA and COVAD will continue work to arrive at appropriate cost recovery for operational support systems upgrades related to the shared line.
4. All interim prices will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding conducted by state public utility commissions. In the event interim

- prices are established by state public utility commissions before permanent prices are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by state public utility commissions.
5. During the 60 day period immediately following the effective date of this Agreement, the Parties agree to negotiate in good faith in an effort to arrive at mutually agreed to permanent pricing for all of the elements listed in paragraph 24 above and operational support system upgrades related to line sharing. If at the conclusion of this 60 day period, the Parties have been unable to mutually agree to permanent pricing for some or all of such elements and/or operational support system upgrades related to line sharing, the Parties agree to ask the state public utility commissions for each of the states listed in the first paragraph of this Agreement to initiate a line sharing cost proceeding to establish permanent pricing for all elements, potentially including operational support system upgrades related to line sharing, still in dispute at that time. The Parties will use the template pleading appended to this Agreement as Appendix D C to request initiation of such cost proceeding.
 6. In the event of conflict between the terms of this Amendment and the terms of the Interconnection Agreement, the terms of this Amendment will control.

Other:

7. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.
8. BA and COVAD enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position BA or COVAD may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions BA or COVAD may take in any cost docket related to the terms and conditions of line sharing; and (b) the positions that BA or COVAD might take before the FCC or any state public utility commission related to the terms and conditions under which BA must provide COVAD with access to the HUNE.
9. The provisions in this Agreement are based, in large part, on the existing state of applicable law, rules, and regulations ("Existing Rules"). Among the Existing Rules are certain FCC orders, including the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 released on December 9, 1999, which currently are being challenged. To the extent the Existing Rules are changed, vacated, dismissed, stayed or modified, the Parties shall amend this Agreement to reflect such change, vacation, dismissal, stay, or modification. Where the Parties fail to agree upon such an amendment, all disputed issues will be resolved in accordance with the dispute resolution

provisions of the interconnection agreements between BA and COVAD incorporated by reference into this Agreement.

10. The provisions in the interconnection agreements between BA and COVAD related to the following are incorporated by reference into this Agreement:
(a) limitation of liability; (b) indemnification; (c) force majeure; (d) warranties; and (e) dispute resolution.
11. This Agreement shall be construed in accordance with the laws of the state of _____ without giving effect to its conflict of law principles.
12. This Agreement is the joint work product of the Parties, has been negotiated by the Parties and shall be interpreted fairly in accordance with its terms and conditions. In the event of any ambiguities, no inferences shall be drawn against any Party.
13. This Agreement only may be amended in writing executed by all Parties to be bound by the amendment.
14. BA and COVAD acknowledge the need to execute amendments to their interconnection agreements by May 15, 2000, to govern line sharing. This Agreement, which will terminate upon execution of such amendments, will be replaced by the amendments. In the interim, in the case of any direct conflict between the terms and conditions of the interconnection agreements and the terms and conditions of this Agreement, the terms and conditions of the interconnection agreements shall prevail. BA and COVAD further agree that any window for petitioning a state public utility commission for arbitration of an interconnection agreement amendment for line sharing that would expire before May 15, 2000 under Section 252(b)(1) of the CTelecommunications Act of 193496 is extended to May 25, 2000.

BA COVAD

By: _____ By: _____

Its: _____ Its: _____

Date: _____ Date: _____

PRINT NAME & TITLE

