

AMENDMENT NO. 3
to the
INTERCONNECTION AGREEMENT

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

LIGHTSHIP TELECOM, LLC

This Amendment No. 3 (this "Amendment"), shall be deemed effective on March 27, 2002 (the Effective Date), 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 ("Verizon"), a New York corporation with offices at 185 Franklin Street, Boston, Massachusetts 02110 and Lightship Telecom, LLC (Lightship"), a Delaware Limited Liability Company with offices at 1301 Virginia Drive, Suite 120, Ft. Washington, Pennsylvania 19034. Verizon and Lightship being referred to collectively, as the "Parties" and individually as a "Party". This Amendment covers services in the Commonwealth of Massachusetts (the "State").

WITNESSETH:

WHEREAS, subsequent to the approval of the Interconnection Agreement, Lightship notified Verizon that it desired to amend the Interconnection Agreement as set forth herein; and

WHEREAS, pursuant to an adoption letter dated January 16, 2002 (the "Adoption Letter"), Lightship adopted in the Commonwealth of Massachusetts, the interconnection agreement between Level 3 Communications, LLC and Verizon (the "Terms"); and

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree that the terms and conditions set forth in the One-Way and Two-Way Interconnection Trunks Attachment, attached hereto, shall govern Verizon's provision of one-way and two-way Interconnection Trunks to Lightship.
2. Conflict between this Amendment and the Terms. This Amendment shall be deemed to revise the terms and provisions of the Terms to the extent

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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 Terms, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Terms, or in the Terms 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 Terms 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 Terms shall remain in full force and effect after the Effective Date first set forth above.

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IN WITNESS WHEREOF, each Party has executed this Amendment.

LIGHTSHIP TELECOM, LLC

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

By: _____

By: _____

Printed: _____

Printed: Steven J. Pitterle

Title: _____

Title: Director – Contract Negotiations

One-Way and Two-Way Interconnection Trunks Attachment

1. One-Way and Two-Way Interconnection Trunks

- 1.1 Except as otherwise provided in the Terms, the Parties will mutually agree upon where one-way Interconnection Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or two-way Interconnection Trunks (trunks with traffic going in both directions) will be deployed.
- 1.2 In the event the volume of traffic between a Verizon End Office and the Lightship network, which is carried by a Final Tandem Interconnection Trunk group, exceeds the Centium Call Second (Hundred Call Second) busy hour equivalent of one (1) DS-1 at any time and/or 200,000 minutes of use for a single month: (a) if one-way Interconnection Trunks are used, the originating Party shall promptly establish new End Office one-way Interconnection Trunk groups between the Verizon End Office and the Lightship network; or, (b) if two-way Interconnection Trunks are used, Lightship shall promptly submit an ASR to Verizon to establish new End Office two-way Interconnection Trunk group(s) between that Verizon End Office and the Lightship network.
- 1.3 Except as otherwise agreed in writing by the Parties, the total number of any Meet Point B Interconnection Trunks between Lightship's POI and a Verizon Tandem will be limited to a maximum of 240 trunks. In the event that the volume of traffic between Lightship's network and a Verizon Tandem exceeds, or reasonably can be expected to exceed, the capacity of the 240 trunks, Lightship shall promptly submit an ASR to Verizon to establish new or additional Meet Point A Trunk groups to insure that the volume of traffic between Lightship's network and the Verizon Tandem does not exceed the capacity of the 240 trunks.

2. One-Way Interconnection Trunks

- 2.1 Where Parties have agreed to use one-way Interconnection Trunks for the delivery of traffic from Lightship to Verizon, Lightship, at Lightship's own expense, shall:
 - 2.1.1 provide its own facilities for delivery of the traffic to the Lightship Collocation arrangement at the Verizon-IP or to the third-party Collocation arrangement used by Lightship at the Verizon IP; and/or
 - 2.1.2 obtain transport for delivery of the traffic to the Lightship Collocation arrangement at the Verizon-IP or to the third-party

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Collocation arrangement used by Lightship at the Verizon-IP (a) from a third-party, or (b) if Verizon offers such transport pursuant to the Terms or an applicable Verizon Tariff, from Verizon; and/or

2.1.3 order the one-way Interconnection Trunks from Verizon in accordance with the rates, terms and conditions set forth in the Terms, this Amendment and applicable Verizon Tariffs, for installation on an Entrance Facility obtained by Lightship from Verizon pursuant to the Terms and this Amendment and also order multiplexing and transport from Verizon pursuant to the Terms, and this Amendment.

2.1.3.1 For each Tandem one-way Interconnection Trunk group provided by Verizon to Lightship with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, Lightship will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%).

2.2 Where the Parties have agreed to use one-way Interconnection Trunks for the delivery of traffic from Verizon to *Lightship, Verizon, at Verizon's own expense, shall:

2.2.1 provide its own facilities for delivery of the traffic to the Verizon Collocation arrangement or interconnection arrangement at the Lightship-IP or to the third-party Collocation arrangement used by Verizon at the Lightship-IP; or

2.2.2 obtain transport for delivery of the traffic to the Verizon Collocation arrangement or interconnection arrangement at the Lightship-IP or the third-party Collocation arrangement used by Verizon at the Lightship-IP (a) from a third-party, or (b) if Lightship offers such transport pursuant to the Terms or an applicable Lightship Tariff, from Lightship; or

2.2.3 order the one-way Interconnection Trunks from Lightship in accordance with the rates, terms and conditions set forth in the Terms, this Amendment and applicable Lightship Tariffs for installation of an Entrance Facility obtained by Verizon from Lightship pursuant to the Terms, and this Amendment, or obtain the one-way Interconnection Trunks from a third-party that has established an interconnection arrangement with Lightship.

3. Two-Way Interconnection Trunks

- 3.1 Where the Parties have agreed to use two-way Interconnection Trunks for the exchange of traffic between Verizon and Lightship, Lightship shall order from Verizon, and Verizon shall provide, the two-way Interconnection Trunks and the Entrance Facility, on which such Trunks will ride, and transport and multiplexing, in accordance with the rates, terms and conditions set forth in this Attachment and Verizon's applicable Tariffs.
- 3.2 Prior to ordering any two-way Interconnection Trunks from Verizon, Lightship shall meet with Verizon to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating Centium Call Second (Hundred Call Second) information, and the Parties shall mutually agree on the appropriate initial number of Meet Point A (high usage) and Meet Point B (final) two-way Interconnection Trunks and the interface specifications at the Point of Interconnection (POI). Where the Parties have agreed to convert existing one-way Interconnection Trunks to two-way Interconnection Trunks, at the Joint Planning Meeting, the Parties shall also mutually agree on the conversion process and project intervals for conversion of such one-way Interconnection Trunks to two-way Interconnection Trunks.
- 3.3 Two-way Interconnection Trunks shall be from a Verizon End Office or Tandem to a mutually agreed upon POI.
- 3.4 On a semi-annual basis, Lightship shall submit a good faith forecast to Verizon of the number of Meet Point A (high usage) and Meet Point B (final) two-way Interconnection Trunks that Lightship anticipates Verizon will need to provide during the ensuing two (2) year period to carry traffic from Lightship to Verizon and from Verizon to Lightship. Lightship's trunk forecasts shall conform to the Verizon CLEC trunk forecasting guidelines as in effect at that time.
- 3.5 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on Meet Point A (high usage) and Meet Point B (final) two-way Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of two-way Interconnection Trunks.
- 3.6 Two-way Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.
- 3.7 With respect to Meet Point A (high usage) two-way Interconnection Trunks, both Parties shall use an economic Centium Call Second (Hundred Call Second) equal to five (5).
- 3.8 Meet Point B two-way Interconnection Trunk groups that connect to a Verizon access Tandem shall be engineered using a design blocking

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objective of Neal-Wilkenson B.005 during the average time consistent busy hour. Meet Point B two-way Interconnection Trunk groups that connect to a Verizon local Tandem shall be engineered using a design blocking objective of Neal-Wilkenson B.01 during the average time consistent busy hour. Verizon and Lightship shall engineer two-way Interconnection Trunks using BOC Notes on the LEC Networks SR-TSV-002275.

- 3.9 The performance standard for Meet Point B two-way Interconnection Trunks shall be that no such Interconnection Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.
- 3.10 Lightship shall determine and order the number of two-way Interconnection Trunks that are required to meet the applicable design blocking objective for all traffic carried on each two-way Interconnection Trunk group. Lightship shall order two-way Interconnection Trunks by submitting ASRs to Verizon setting forth the number of two-way Interconnection Trunks to be installed and the requested installation dates within Verizon's effective standard intervals or negotiated intervals, as appropriate. Lightship shall complete ASRs in accordance with OBF Guidelines as in effect from time to time.
- 3.11 Verizon may (but shall not be obligated to) monitor two-way Interconnection Trunk groups using service results for the applicable design blocking objective. If Verizon observes blocking in excess of the applicable design objective on any Meet Point B (final) two-way Interconnection Trunk group and Lightship has not notified Verizon that it has corrected such blocking, Verizon may submit to Lightship a Trunk Group Service Request directing Lightship to remedy the blocking. Upon receipt of a Trunk Group Service Request, Lightship will complete an ASR to augment the two-way Interconnection Trunk group with excessive blocking and submit the ASR to Verizon within five (5) Business Days.
- 3.12 The Parties will review all Meet Point B two-way Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. Lightship will promptly augment all Meet Point B two-way Interconnection Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Meet Point B two-way Interconnection Trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, Lightship will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the two-way Interconnection Trunks should not be disconnected. In the event Lightship fails to submit an ASR for two-way Interconnection Trunks in conformance with this section, Verizon may bill Lightship for the excess Interconnection Trunks at the applicable Verizon rates.

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- 3.13 Because Verizon will not be in control of when and how many two-way Interconnection Trunks are established between its network and Lightship's network, Verizon's performance in connection with these two-way Interconnection Trunk groups shall not be subject to any performance measurements and remedies under the Terms, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.
- 3.14 Upon three (3) months prior written notice and with the mutual agreement of the Parties, either Party may withdraw its traffic from a two-way Interconnection Trunk group and install one-way Interconnection Trunks to the other Party's relevant POI, provided that, if a Party has failed to comply with the Terms with regard to two-way Interconnection Trunks, the other Party may upon three (3) months prior written notice and without mutual agreement of the non-complying Party, withdraw its traffic from a two-way Interconnection Trunk group and install one-way Interconnection Trunks to the non-complying Party's relevant POI.
- 3.15 Lightship will route its traffic to Verizon over the Meet Point A and/or Meet Point B two-way Interconnection Trunks in accordance with SR-TAP-000191, including but not limited to those standards requiring that a call from Lightship to a Verizon End Office will first be routed to the Meet Point A Interconnection Trunk group between Lightship and the Verizon End Office.
- 3.16 When the Parties implement two-way Interconnection Trunks, the Parties will work cooperatively to calculate a Proportionate Percentage of Use ("PPU") factor for each facility on which the two-way Interconnection Trunks ride, based on the total number of minutes of traffic that each Party sends over the two-way Interconnection Trunks riding on that facility. Lightship will pay a percentage of Verizon's monthly recurring charges for each facility on which the two-way Interconnection Trunks ride equal to Lightship's percentage of use of that facility as shown by the PPU. The PPU shall not be applied to calculate the charges for any portion of a facility that is on Lightship's side of Lightship's-IP, which charges shall be solely the financial responsibility of Lightship. During the first full calendar quarter (and any partial calendar quarter preceding such first full calendar quarter) after the first two-way Interconnection Trunk is established on a facility, the PPU for that facility will be fifty percent (50%) for each Party. For each calendar quarter thereafter, the Parties shall recalculate the PPU using actual traffic usage data for the preceding calendar quarter.

Non-recurring charges for the facility on which the two-way Interconnection Trunks ride shall be apportioned as follows: (a) for the portion of the facility on Verizon's side of the Lightship-IP, Lightship shall pay fifty percent (50%) of the Verizon non-recurring charges; and, (b) for the portion of the facility on Lightship's side of the Lightship-IP, Lightship shall be solely responsible for the non-recurring charges.

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Notwithstanding the foregoing provisions of this Section 3.16, if Lightship fails to provide Lightship-IPs in accordance with the Terms, Lightship will be responsible for one hundred percent (100%) of all recurring and non-recurring charges associated with two-way Interconnection Trunk groups until Lightship establishes such Lightship-IPs.