

SUPPLEMENTAL AGREEMENT NO. 1

between

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

and

CONVERSENT COMMUNICATIONS OF MASSACHUSETTS, LLC.

This Supplemental Agreement No. 1 (this "Agreement") is made this 31st day of January 2001 (the "Effective Date") by and between Verizon New England Inc., d/b/a Verizon Massachusetts, a New York corporation ("Verizon"), and Conversent Communications of Massachusetts, LLC, a limited liability company ("Conversent"). (Verizon and Conversent may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties".)

WITNESSETH:

WHEREAS, Conversent has adopted the terms (the "Adopted Terms") of the Interconnection, Resale and Unbundling Agreement between Verizon and MCImetro Access Transmission Services, Inc. pursuant to Section 252(i) of the Telecommunications Act of 1996;

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;

WHEREAS, subsequent to the adoption of the Adopted Terms, Conversent notified Verizon that it desired to supplement the Adopted Terms with this Agreement; 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 supplement the Adopted Terms as follows:

1. Supplement to the Adopted Terms. Effective as of the date first set forth above, the Adopted Terms are supplemented hereby as follows:

(A) Loops. Notwithstanding anything set forth in the Adopted Terms and subject to the conditions set forth in Section 1(I) of this Agreement, Verizon shall allow Conversent to access loops unbundled from local switching and local transport as required by Applicable Law, at 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 loops, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective.

(B) NID. Notwithstanding anything set forth in the Adopted Terms and subject to the conditions set forth in Section 1(I) of this Agreement, Verizon shall permit Conversent to connect a carrier's Loop to the Inside Wiring of a Customer's premises through Verizon's Network Interface Device (NID) at the rates, terms and conditions set forth in Verizon's DTE No. 17 Tariff Tariff, as amended from time to time. Until any amendment to such tariff filed by Verizon with the Commission on February 17, 2000 that is applicable to NID becomes effective, Verizon shall provide Conversent with access to NIDs in accordance with, but only to the extent required by Applicable Law.

(C) Combinations. Notwithstanding anything set forth in the Adopted Terms and subject to the conditions set forth in Section 1(I) of this Agreement, Verizon shall be obligated to provide a combination of Network Elements (a "Combination") only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to Conversent, Verizon shall provide such Combination in accordance with the terms, conditions and prices for such Combination as provided in Verizon's DTE No. 17 Tariff Tariff, as amended from time to time. Until any amendment to such tariff filed by Verizon with the Commission that is applicable to Combinations becomes effective, Verizon shall provide Combinations to Conversent in accordance with, and subject to, the terms and provisions of such amendment, as amended from time to time.

(D) Distribution Sub-Loop. Notwithstanding anything set forth in the Adopted Terms and subject to the conditions set forth in Section 1(I) of this Agreement, Verizon shall provide Conversent with access to a Distribution Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the rates, terms and provisions set forth in Verizon's DTE No. 17 Tariff, as amended from time to time, that relate to or concern Distribution Sub-Loops, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. A "Distribution Sub-Loop" means a two-wire or four-wire metallic distribution facility in Verizon's network between a Verizon feeder distribution interface (an "FDI") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Notwithstanding anything else set forth in this Agreement or in the Adopted Terms, Verizon shall provide Conversent with access to a Distribution Sub-Loop in accordance with, but only to the extent required by, Applicable Law.

(E) Dark Fiber. Notwithstanding anything set forth in the Adopted Terms and subject to the conditions set forth in Section 1(I) of this Agreement, Verizon shall provide Conversent 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.

(F) Dark Fiber Interoffice Facilities (IOF). Notwithstanding anything set forth in the Adopted Terms and subject to the conditions set forth in Section 1(I) of this Agreement, Verizon shall provide Conversent 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 Conversent 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 Conversent's CO.

(G) House and Riser. Notwithstanding anything set forth in the Adopted Terms and subject to the conditions set forth in Section 1(I) of this Agreement, Verizon shall provide [CLEC] with access to a House and Riser Cable (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 House and Riser Cables, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. A "House and Riser Cable" means a two-wire or four-wire metallic distribution facility in Verizon's network between the minimum point of entry for a building where a premises of a Customer (as such term is hereinafter defined) is located (such a point, an "MPOE") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Notwithstanding anything else set forth in this Agreement or in the Adopted Terms, Verizon shall provide Conversent with access to House and Riser Cables in accordance with, but only to the extent required by, Applicable Law.

(H) Collocation in Remote Terminals. Notwithstanding anything set forth in the Adopted Terms, Verizon shall allow Conversent to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in applicable Verizon tariffs, as amended from time to time, and Verizon shall do so regardless of whether

or not such rates, terms and conditions are effective. Notwithstanding anything else set forth in this Agreement or the Adopted Terms, Verizon shall allow Conversent to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, but only to the extent required by, Applicable Law.

(I) Limitations. Notwithstanding anything else set forth in the Adopted Terms or this Agreement:

(1) Nothing contained in the Adopted Terms or this Agreement shall be deemed to constitute an agreement by Verizon that any item identified in the Adopted Terms or this Agreement as a network element is (i) a network element under Applicable Law, or (ii) a network element Verizon is required by Applicable Law to provide to Conversent on an unbundled basis. Nothing contained in the Adopted Terms or this Agreement shall limit Verizon's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Massachusetts Department of Telecommunications and Energy, the FCC, any court or any other governmental authority related to, concerning or that may affect Verizon's obligations under the Adopted Terms, this Agreement or Applicable Law.

(2) To the extent that Verizon is required by a change in Applicable Law to provide a network element on an unbundled basis to Conversent, the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable tariff of Verizon (a "Verizon UNE Tariff"). In the absence of a Verizon UNE Tariff, to the extent that Verizon is required by Applicable Law to provide a network element to Conversent, the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance, and billing) shall be as provided in this Agreement and the Adopted Terms, as amended by this Agreement. In the absence of a Verizon UNE Tariff and if there is a conflict between the terms and provisions of this Agreement or the Adopted Terms and Applicable Law governing the provision of a network element, prior to Verizon's provision of such network element and upon the written request of either Party, the Parties will negotiate in good faith a supplemental agreement to the Adopted Terms so that the Adopted Terms includes terms, conditions and prices for the network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with such Applicable Law.

(3) Verizon's position is that it shall be required to provide a network element on an unbundled basis only where necessary facilities are available.

(4) Verizon shall not provide Conversent, and Conversent shall not request from Verizon, access to a proprietary advanced intelligent network service.

(J) Notwithstanding anything set forth in the Adopted Terms, the terms “Loop”, “Link”, “ULL”, “Unbundled Local Loop”, “Local Link Transmission” and like terms as used in the Adopted Terms and this Agreement mean a transmission path that extends from a main distribution frame, DSX panel or functionally comparable piece of equipment in a Customer’s serving end office to the rate demarcation point (or NID if installed at the rate demarcation point) in or at the Customer’s premises and such terms may be used interchangeably in this Agreement and the Adopted Terms. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

(K) Notwithstanding anything set forth in the Adopted Terms, the terms “Network Interface Device” and “NID” as used in the Adopted Terms and this Agreement mean an interface provided by a telecommunications carrier, including all features, functions and capabilities of such interface, and terminating such carrier’s telecommunications network on the property where a Customer’s service is located at a point determined by such carrier. The NID contains an FCC Part 68 registered jack from which inside wire may be connected to Verizon’s network.

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

3. Counterparts. This Agreement 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 Agreement 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 Agreement.

5. Scope of Agreement. This Agreement shall amend, modify and revise the Adopted Terms only to the extent set forth expressly in Section 1 of this Agreement, and, except to the extent set forth in Section 1 of this Agreement, the terms and provisions of the Adopted Terms shall remain in full force and effect after the date first set forth above.

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

CONVERSENT COMMUNICATIONS
OF MASSACHUSETTS, LLC

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

By: _____

By: _____

Printed: _____

Printed: Jeffrey A. Masoner

Title: _____

Title: Vice-President - Interconnection Services
Policy & Planning