

**AMENDMENT NO. 1**

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

**LEVEL 3 COMMUNICATIONS, LLC**

This Amendment No. 1 (the "Amendment") shall be deemed effective on February 21, 2003 (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 Level 3 Communications, LLC, a Delaware Limited Liability Company with offices at 1025 Eldorado Blvd., Broomfield, Colorado 80021 ("Level 3"). Verizon and Level 3 being referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services in the Commonwealth of Massachusetts (the "Commonwealth").

**WITNESSETH:**

**WHEREAS**, Verizon and Level 3 are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated November 1, 2000 (the "Agreement"); and

**WHEREAS**, subsequent to the approval of the Agreement Level 3 notified Verizon that it desired to amend the Agreement; and

**WHEREAS**, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement; and

**WHEREAS**, Verizon is prepared to provide unbundled dark fiber in accordance with, but only to the extent required by, Applicable Law.

**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 Dark Fiber Attachment and the Pricing Appendix to the Dark Fiber Attachment attached hereto shall govern Verizon's provision of unbundled dark fiber to Level 3.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the 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 Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the 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 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 Agreement shall remain in full force and effect after the Effective Date.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**LEVEL 3 COMMUNICATIONS, LLC**

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

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

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

Printed: David Howson

Printed: Jeffrey A. Masoner

Title: Vice President – Global Infrastructure  
Deployment

Title: Vice President – Interconnection Services

## Dark Fiber Attachment

### 1. General

- 1.1 Verizon shall provide to Level 3, in accordance with the Agreement, as amended (hereinafter referred to in this Dark Fiber Attachment as the "Agreement"), this Dark Fiber Attachment and the Pricing Appendix to the Dark Fiber Attachment (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, access to Verizon's dark fiber on an unbundled basis; provided, however, that notwithstanding any other provision of the Agreement, this Dark Fiber Attachment and the Pricing Appendix to the Dark Fiber Attachment, Verizon shall be obligated to provide unbundled dark fiber to Level 3 only to the extent required by Applicable Law and may decline to provide dark fiber to Level 3 to the extent that provision of dark fiber is not required by Applicable Law.
- 1.2 Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide dark fiber pursuant to the Agreement, this Dark Fiber Attachment and the Pricing Appendix to the Dark Fiber Attachment only to the extent such dark fiber, and the equipment and facilities necessary to provide such dark fiber, are available in Verizon's network; and (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any dark fiber.
- 1.3 Level 3 may use dark fiber only for those purposes for which Verizon is required by Applicable Law to provide such dark fiber to Level 3. Without limiting the foregoing, Level 3 may use dark fiber: (a) only to provide a Telecommunications Service and (b) to provide Exchange Access services only to the extent that Verizon is required by Applicable Law to provide such dark fiber to Level 3 in order to allow Level 3 to provide such Exchange Access services.
- 1.4 Notwithstanding any other provision of the Agreement, this Dark Fiber Attachment and the Pricing Appendix to the Dark Fiber Attachment to the extent Verizon is required by a change in Applicable Law to provide to Level 3 dark fiber or a dark fiber combination that is not offered under the Agreement, this Dark Fiber Attachment, and the Pricing Appendix to the Dark Fiber Attachment to Level 3 as of the Effective Date, the terms, conditions and prices for such dark fiber or dark fiber combination (including, but not limited to, the terms and conditions defining the dark fiber or dark fiber combination and stating when and where the dark fiber or dark fiber combination 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 Verizon Tariff, or, in the absence of an applicable Verizon Tariff, as mutually agreed in writing by the Parties.
- 1.5 Without limiting Verizon's rights pursuant to Applicable Law or any other section of the Agreement, this Dark Fiber Attachment and the Pricing Appendix to the Dark Fiber Attachment to terminate its provision of dark fiber, if Verizon provides dark fiber to Level 3, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such dark fiber, Verizon may terminate its provision of such dark fiber to Level 3 in accordance with any requirements of Applicable Law. To the extent the Commission, the FCC, a court or other governmental body of appropriate jurisdiction establishes a transition process for the termination of such dark fiber, Level 3 and Verizon agree to follow

such transition process. If Verizon terminates its provision of dark fiber to Level 3 pursuant to this Section 1.5 and Level 3 elects to purchase other services offered by Verizon in place of such dark fiber, then: (a) Verizon shall reasonably cooperate with Level 3 to coordinate the termination of such dark fiber and the installation of such services to minimize the interruption of service to Customers of Level 3; and, (b) Level 3 shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.

- 1.6 Nothing contained in the Agreement, this Dark Fiber Attachment and the Pricing Appendix to the Dark Fiber Attachment shall be deemed to constitute an agreement by Verizon that any item identified as dark fiber in the Agreement, this Dark Fiber Attachment and the Pricing Attachment to the Dark Fiber Attachment is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to Level 3 on an unbundled basis or in combination with other Network Elements.
- 1.7 If as the result of Level 3 Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the Level 3 Customer premises, Level 3 will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge as provided in the Pricing Attachment and the Premises Visit Charge as provided in Verizon's applicable retail or wholesale Tariff.
- 1.8 If and, to the extent that Verizon, prior to the Effective Date of this Amendment, has not provided in the Commonwealth of Massachusetts a service or arrangement offered under this Dark Fiber Attachment, Verizon reserves the right to negotiate in good faith with Level 3 reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such service or arrangement; and, if the Parties cannot agree to such terms and conditions (including without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

## **2. Glossary**

### **2.1 Applicable Law**

All effective laws, government regulations and government orders, applicable to each Party's performance of its obligations under this Dark Fiber Attachment.

### **2.2 Central Office**

A local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes ("NXX"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

### **2.3 Customers**

A third party residence or business end-user subscriber to Telephone Exchange Services provided by either of the Parties.

### **2.4 Exchange Access**

Shall have the meaning set forth in the Act.

2.5 Loop

A transmission path that extends from a Main Distribution Frame 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. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

2.6 MDF (Main Distribution Frame).

The primary point at which outside plant facilities terminate within a Wire Center, for interconnection to other Telecommunications facilities within the Wire Center. The distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.

2.7 Network Element

Shall have the meaning stated in the Act.

2.8 Rate Demarcation Point.

The physical point in a Verizon provided network facility at which Verizon's responsibility for maintaining that network facility ends and the Customer's responsibility for maintaining the remainder of the facility begins, as set forth in this Dark Fiber Attachment, Verizon's applicable Tariffs, if any, or as otherwise prescribed under Applicable Law.

2.9 Tariff

For purposes of this Amendment No. 1 only, the term "Tariff" shall mean any applicable Federal or state tariff of a Party, as amended from time-to-time, and does not include any Verizon statement of generally available terms (SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act.

2.10 Telecommunications Services.

Shall have the meaning set forth in the Act.

2.11 Telephone Exchange Service.

Shall have the meaning set forth in the Act.

2.12 Wire Center.

A building or portion thereof which serves as the premises for one or more Central Office Switches and related facilities.

**3. Dark Fiber Provisions**

3.1

Subject to the conditions set forth in Section 1 of this Dark Fiber Attachment and upon request by Level 3, Verizon shall provide Level 3 with access to dark fiber in accordance with, and subject to, the rates, terms and conditions set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time, that relate to or concern dark fiber, and Verizon shall do so regardless of whether or not such

rates, terms and conditions are effective. Verizon will provide Level 3 access to dark fiber in accordance with, but only to the extent required by, Applicable Law.

## **Pricing Appendix to the Dark Fiber Attachment**

### **1. General**

- 1.1 As used in this Appendix, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 Charges for Services shall be as stated in this Section 1.
- 1.3 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.
- 1.4 In the absence of Charges for a Service established pursuant to Section 1.3, the Charges shall be as stated in Exhibit A of this Pricing Appendix. For rate elements provided in Exhibit A of this Pricing Appendix that do not include a Charge, either marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Effective Date. When Verizon finishes developing such a Charge, Verizon shall notify Level 3 in writing of such Charge in accordance with, and subject to, the notices provisions of the Agreement and thereafter shall bill Level 3, and Level 3 shall pay to Verizon, for services provided under this Dark Fiber Attachment on the Effective Date and thereafter in accordance with such Charge. Any notice provided by Verizon to Level 3 pursuant to this Section 1.4 shall be deemed to be a part of Exhibit A of this Pricing Appendix immediately after Verizon sends such notice to Level 3 and thereafter.
- 1.5 The Charges stated in Exhibit A of this Pricing Appendix shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Exhibit A of this Pricing Appendix also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5, if Charges for a Service are otherwise expressly provided for in the Agreement, the Dark Fiber Attachment or this Pricing Appendix to the Dark Fiber Attachment, such Charges shall apply.
- 1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.
- 1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7, the Charges for the Service shall be mutually agreed to by the Parties in writing.

### **2. Section 271**

If Verizon is a Bell Operating Company (as defined in the Act) and in order to comply with Section 271(c)(2)(B) of the Act provides a Service under the Agreement, the Dark Fiber Attachment and this Pricing Appendix to the Dark Fiber Attachment that Verizon is not required to provide by Section 251 of the Act, Verizon shall have the right to establish Charges for such Service in a manner that differs from the manner in which under



Applicable Law (including, but not limited to, Section 252(d) of the Act) Charges must be set for Services provided under Section 251.

**3. Regulatory Review of Prices**

Notwithstanding any other provision of the Agreement, the Dark Fiber Attachment and this Pricing Appendix to the Dark Fiber Attachment, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Exhibit A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced)

EXHIBIT A TO THE PRICING APPENDIX  
VERIZON MASSACHUSETTS AND LEVEL 3

**Dark Fiber**

Rates for Unbundled Dark Fiber are as set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time.