

Daniel E. Monagle
Assistant General Counsel
Law Department



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FOLDER

September 6, 2000

Verizon Pennsylvania Inc.
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RECEIVED

SEP 06 2000

Via Federal Express

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
North Street & Commonwealth Avenue
North Office Building - Room B20
Harrisburg, PA 17120

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

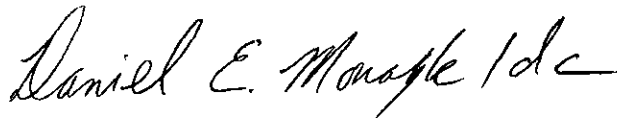
RE: Joint Petition of Verizon Pennsylvania Inc. (formerly Bell Atlantic -
Pennsylvania, Inc.) and DSL NET Communications LLC, d/b/a DSL.NET
for Approval of an Interconnection Agreement Dkt. No. A-310824F0002

Dear Mr. McNulty:

Enclosed please find an original and seven (7) copies of Amendments Nos. 1, 2 and 3 to the Interconnection Agreement between Verizon Pennsylvania Inc. (formerly Bell Atlantic - Pennsylvania, Inc.) and DSL NET Communications LLC, d/b/a DSL.NET, which Agreement was filed with the Commission on August 12, 1999 and approved by the Commission on October 1, 1999. These Amendments should be attached to and be made part of the August 12, 1999 filed agreement.

Please date stamp the enclosed additional copy and return it to me in the enclosed self-addressed, stamped envelope.

Very truly yours,



Daniel E. Monagle



DEM/dc

Enclosure

cc: Wendy Bluemling (Via Federal Express)
Attached Service List

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

BELL ATLANTIC - PENNSYLVANIA, INC.

ORIGINAL
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SEP 06 2000

and

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DSLnet COMMUNICATIONS, LLC

DOCKETED

SEP 11 2000

d/b/a

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DSLnet

This Amendment No. 1 (the "Amendment") is made this 14th day of February 2000, by and between Bell Atlantic - Pennsylvania, Inc. ("BA"), a Pennsylvania corporation with offices at 1717 Arch Street, Philadelphia, PA 19103, and DSLnet Communications, LLC d/b/a DSLnet ("DSLnet") a Delaware limited liability company with offices at 545 Long Wharf Drive, New Haven, Connecticut 06511. (BA and DSLnet may be referred to individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, BA and DSLnet are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated April 8, 1999 (the " Agreement"); and

WHEREAS, the Parties now desire to amend the Agreement to set forth the terms and conditions that govern BA's offering of loop conditioning and loop extensions;

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

1. Add a new Section 11.2.10 as follows:

11.2.10 "Digital Designed Loops" are comprised of designed loops that meet specific DSLnet requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL, or BRI ISDN (Premium) Loops. "Digital Designed Loops" may include requests for:

- A) a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with the option to remove bridged tap;
- B) a 2W ADSL Loop of 12k to 18k ft. with an option to remove bridged tap;
- C) a 2W ADSL Loop of less than 12k ft. with an option to remove bridged tap;
- D) a 2W HDSL Loop of less than 12k ft. with an option to remove bridged tap;
- E) a 4W HDSL Loop of less than 12k ft with an option to remove bridged tap;
- F) a 2 W Digital Designed Metallic Loop with BA-placed ISDN loop extension electronics;

11.2.10.1 BA shall make Digital Designed Loops available to DSLnet at the rates as set forth in Exhibit A. These rates and/or rate structures shall be considered interim in nature until they have been approved by the Commission or otherwise allowed to go into effect. If the Commission should approve or make effective rates and/or rate structures different than those shown in Exhibit A, the rates and/or rate structures approved or made effective by the Commission shall supersede those shown in Exhibit A upon the effective date of such rates and/or rate structures.

11.2.10.2 The following ordering procedures shall apply to the Digital Designed Loops (Section 11.2.10, Items A-F):

- A. DSLnet shall place orders for Digital Designed Loops by delivering to BA a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.
- B. BA is in the process of conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by BA for compatibility with ADSL and HDSL signals. The results of this survey will be stored in a mechanized database and made available to DSLnet as the process is completed in each Central Office. DSLnet must utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL or HDSL Loop. Charges for mechanized loop qualification information are set forth in Exhibit A. DSLnet may use prequalified Loops to offer SDSL or IDSL services, but neither BA's prequalification process nor its current Loop offerings are designed to ensure compatibility

with such services or any services other than those set forth in the Loop descriptions set forth above.

- C. If the Loop is served out of a Central Office that has not been prequalified on a mechanized basis, DSLnet must request a manual loop qualification prior to submitting a valid electronic service order for an ADSL, HDSL, or BRI ISDN Loop. The rates for manual loop qualification are set forth in Exhibit A. In general, BA will complete a manual loop qualification request within three business days, although BA may require additional time due to poor record conditions, spikes in demand, or other unforeseen events.
- D. If the mechanized loop qualification database indicates that a Loop does not qualify (e.g., because it does not meet the applicable technical parameters set forth in the Loop descriptions above), DSLnet may request a manual loop qualification, as described in paragraph B, to determine whether the result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap).
- E. If DSLnet submits a service order for an ADSL, HDSL, or BRI ISDN Loop that has not been prequalified on either a mechanized or manual basis, BA will query the service order back to the CLEC for qualification and will not accept such service order until the Loop has been prequalified on a mechanized or manual basis. If DSLnet submits a service order for an ADSL, HDSL, or BRI ISDN Loop that is, in fact, not compatible with such services in its existing condition, BA will respond back to DSLnet with a "Nonqualified" indicator.
- F. Where DSLnet has followed the prequalification procedure described above and has determined that a Loop is not compatible with ADSL, HDSL, or BRI ISDN service in its existing condition, it may either request an Engineering Query to determine whether conditioning may make the Loop compatible with the applicable service; or if DSLnet is already aware of the conditioning required (e.g., where DSLnet has previously requested a manual loop qualification), DSLnet may submit a service order for a Digital Designed Loop. BA will undertake to condition or extend the Loop in accordance with this Section 11.2.10 upon receipt of DSLnet's valid, accurate and pre-qualified service order for a Digital Designed Loop.

11.2.10.3 DSLnet acknowledges that Digital Designed Loops are currently being rolled out throughout BA's service territory, including areas where BA may not have a retail service that utilizes comparable Loop facilities. As a result, it is possible that provisioning intervals for Digital Designed Loops may not be at optimal levels during the early stages of this roll out. The Parties will make reasonable efforts to coordinate their respective roles in the early

phases of the roll out in order to minimize provisioning problems. In general, where conditioning or loop extensions are requested by DSLnet, an interval of eighteen (18) business days will be required by BA to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows:

A. Three (3) business days will be required following receipt of DSLnet's valid, accurate and pre-qualified service order for a Digital Designed Loop to analyze the loop and related plant records and to create an Engineering Work Order.

B. Upon completion of an Engineering Query, BA will initiate the construction order to perform the changes/modifications to the Loop requested by DSLnet. Conditioning activities are, in most cases, able to be accomplished within fifteen (15) business days. Unforeseen conditions may add to this interval.

After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to BA's standard provisioning intervals.

11.2.10.4 If DSLnet requires a change in scheduling, it must contact BA to issue a supplement to the original service order. If DSLnet cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, DSLnet shall compensate BA for an Engineering Work Order charge as set forth in Exhibit A. If DSLnet cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, DSLnet shall compensate BA for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in Exhibit A.

4. *The existing Section IV to Exhibit A of the Interconnection Agreement is hereby deleted in its entirety and replaced with revised Section IV to Exhibit A attached hereto.*

Except for the foregoing, the terms and provisions contained in the Agreement shall remain in full force and effect. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the date first set forth above.

DSLnet COMMUNICATIONS,
LLC d/b/a DSLnet

By: Wendy Bluemling

Printed: Wendy Bluemling

Title: Director - Regulatory

BELL ATLANTIC - PENNSYLVANIA, INC.

By: Jeffrey A. Masoner

Printed: Jeffrey A. Masoner

Title: Vice-President - Interconnection Services
Policy & Planning

BELL ATLANTIC - PENNSYLVANIA, INC. AND DSLnet

Service or Element Description:Recurring
Charges:Non-Recurring
Charge:**IV. Unbundled Loops¹**

POTS (Analog 2-Wire)

Density Cell:

1 - \$10.65/Month

2 - \$11.20/Month

3 - \$14.75/Month

4 - \$17.75/Month

Service Order: \$1.06Installation:

If premises visit not required - \$3.01 initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$67.66, initial loop; \$22.86, additional loop

Disconnect:

\$1.34 per loop

¹ All rates and/or rate structures set forth herein, that are marked with an asterisk (*), shall be interim rates and/or rate structures. These rates and/or rate structures shall be considered interim in nature, until they have been replaced or made effective on a prospective basis by such rates and/or rate structures as may be approved by the Commission, or as otherwise allowed to go into effect, or if appealed as may be ordered at the conclusion of such appeal. If the Commission should approve or make effective rates and/or rate structures different than those shown in Exhibit A, the rates and/or rate structures approved or made effective by the [Department, Commission, Board] shall supersede those shown in Exhibit A.

Service or Element Description:

ISDN

Recurring
Charges:Density Cell:

1 - \$12.17/Month
2 - \$12.65/Month
3 - \$16.24/Month
4 - \$19.00/Month

Non-Recurring
Charge:Service Order: \$1.06Installation:

If premises visit not
required - \$13.06
initial and each
additional loop; Not
Applicable if existing
loop & port together

If premises visit
required - \$77.71,
initial loop; \$32.91,
additional loop

Disconnect:

\$1.34 per loop

Service or Element Description:

Customer Specified Signaling - 2 Wire

Recurring
Charges:Density Cell:

1 - \$10.65/Month
2 - \$11.20/Month
3 - \$14.75/Month
4 - \$17.75/Month

Non-Recurring
Charge:Service Order: \$1.06Installation:

If premises visit not required - \$3.01 initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$67.66, initial loop; \$22.86, additional loop

Disconnect:

\$1.34 per loop

Coordinated Cutover:

If premises visit not required - \$3.28 per order

If premises visit required - \$12.25 per order

Designed Circuit:

\$41.42 per order

Service or Element Description:

Customer Specified Signaling - 4 Wire

Recurring Charges:

Density Cell:

- 1 - \$20.71/Month
- 2 - \$23.23/Month
- 3 - \$30.22/Month
- 4 - \$34.92/Month

Non-Recurring Charge:

Service Order: \$1.06

Installation:

If premises visit not required - \$3.01 initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$67.66, initial loop; \$22.86, additional loop

Disconnect:

\$1.34 per loop

Coordinated Cutover:

If premises visit not required - \$3.28 per order

If premises visit required - \$12.25 per order

Designed Circuit:

\$41.42 per order

Service or Element Description:

DS1

Recurring
Charges:Density Cell:

1 - \$122.50/Month
 2 - \$122.81/Month
 3 - \$154.26/Month
 4 - \$193.91/Month

Non-Recurring
Charge:Service Order: \$1.06Installation:

If premises visit not
 required - \$3.01 initial
 and each additional
 loop; Not Applicable
 if existing loop & port
 together

If premises visit
 required - \$67.66,
 initial loop; \$22.86,
 additional loop

Disconnect:

\$1.34 per loop

Coordinated Cutover:²

If premises visit not
 required - \$3.28 per
 order

If premises visit
 required - \$12.25 per
 order

Designed Circuit:

\$41.42 per order

² Coordinated Cutover not available with HDSL Loops or Digital Designed Loops

Service or Element Description:

2 Wire ADSL and 2 Wire HDSL Loops

Recurring

Charges:

Density Cell:

- 1 - \$10.65*/Month
- 2 - \$11.20*/Month
- 3 - \$14.75*/Month
- 4 - \$17.75*/Month

Non-Recurring

Charge:

Service Order: \$1.06*

Installation:

If premises visit not required - \$13.06* initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$77.71*, initial loop; \$32.91*, additional loop

Disconnect:

\$1.34* per loop

Service or Element Description:

4 Wire HDSL Loops

Recurring

Charges:

Density Cell:

- 1 - \$122.50*/Month
- 2 - \$122.81*/Month
- 3 - \$154.26*/Month
- 4 - \$193.91*/Month

Non-Recurring

Charge:

Service Order: \$1.06*

Installation:

If premises visit not required - \$3.01* initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$67.66*, initial loop; \$22.86*, additional loop

Disconnect:

\$1.34* per loop

Coordinated Cutover:³

If premises visit not required - \$3.28* per order

If premises visit required - \$12.25* per order

Designed Circuit:

\$41.42* per order

Standard Digital Loop

All:

\$.70/ Mechanized Loop Qualification per Loop Provisioned

All:

\$55.55/ Manual Loop Qualification per Loop Request

- 2 Wire ADSL compatible Loops (up to 12,000 feet)
- 2 Wire ADSL compatible Loops (up to 18,000 feet)
- 2 Wire HDSL compatible Loops (up to 12,000 feet)
- 4 Wire HDSL compatible Loops (up to 12,000 feet)

- See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above
- See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above
- See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above
- See rates for 4 Wire HDSL Loops as set forth above

Digital Designed Loop

³ Coordinated Cutover not available with HDSL Loops or Digital Designed Loops

Service or Element Description:Recurring
Charges:Non-Recurring
Charge:

2 Wire ADSL compatible Loop (up to
12,000 feet) with Bridged Tap removal

See rates for 2 Wire ADSL and 2 Wire HDSL
Loops as set forth above

\$398.67*

Removal of one
Bridged Tap per
Request

\$902.70*

Removal of Multiple
Bridged Taps per
Loop per Request (up
to 18,000 feet)

\$116.50*

Engineering Query

\$78.79*

Engineering Work
Order Charge

2 Wire ADSL compatible Loop (up to
18,000 feet) with Bridged Tap removal

See rates for 2 Wire ADSL and 2 Wire HDSL
Loops as set forth above

\$398.67*

Removal of one
Bridged Tap per
Request

\$902.70*

Removal of Multiple
Bridged Taps per
Loop per Request (up
to 18,000 feet)

\$116.50*

Engineering Query

\$78.79*

Engineering Work
Order Charge

2 Wire Digital Designed Metallic Loop
(18,000 up to 30,000 Feet) Non-loaded
with Bridged Tap options

See rates for 2 Wire ADSL and 2 Wire HDSL
Loops as set forth above

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

2 Wire Digital Designed Metallic Loop with ISDN Loop Extension Electronics

See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above

\$1,406.73*
Required Removal of Load Coils (up to 21,000 feet)

\$1,742.75*
Required removal of Load Coils (up to 27,000 feet)

\$398.67*
Removal of one Bridged Tap per Request

\$970.78*
Removal of Multiple Bridged Taps per Loop per Request (up to 18,000 feet)

\$116.50*
Engineering Query

\$78.79*
Engineering Work Order Charge

\$1,406.73*
Required Removal of Load Coils (up to 21,000 feet)

\$1,742.75*
Required Removal of Load Coils (up to 27,000 feet)

\$398.67*
Removal of one Bridged Tap per Request

Service or Element Description:

Recurring
Charges:

Non-Recurring
Charge:

2 Wire HDSL compatible Loops (up to 12,000 feet) with Bridged Tap removal

See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above

\$398.67*
Removal of one
Bridged Tap per
Request

\$970.78*
Removal of Multiple
Bridged Taps per
Loop per Request (up
to 18,000 feet)

\$116.50*
Engineering Query
\$78.79*
Engineering Work
Order Charge

4 Wire HDSL compatible Loops (up to 12,000 feet) with Bridged Tap removal

See rates for 4 Wire HDSL Loops as set forth above

\$398.67*
Removal of one
Bridged Tap per
Request

Service or Element Description:

Recurring
Charges:

Non-Recurring
Charge:

\$970.78*
Removal of Multiple
Bridged Taps per
Loop per Request (up
to 18,000 feet)
\$116.50*
Engineering Query

\$78.79*
Engineering Work
Order Charge

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

between

BELL ATLANTIC - PENNSYLVANIA, INC.

DOCKETED

SEP 11 2000

and

DSLnet COMMUNICATIONS, LLC

DOCUMENT
FOLDER

d/b/a

DSLnet

This Amendment No. 2 (this "Amendment") is made this 24th day of April 2000 (the "Effective Date") by and between Bell Atlantic Pennsylvania, Inc., a Pennsylvania corporation ("BA"), and DSLnet Communications, LLC d/b/a DSLnet a Delaware limited liability company ("DSLnet"). (BA and DSLnet may be referred to individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, BA and DSLnet are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated April 8, 1999 (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

WHEREAS, BA is prepared to provide network elements and combinations of network elements to DSLnet in accordance with, but only to the extent required by, all effective and unstayed laws and government regulations and orders applicable to such elements and combinations (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) 4-Wire 56 kbps Loops. Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(d) of this Amendment, BA shall allow DSLnet to access 4-Wire 56 kbps Loop (as such term is hereinafter defined) unbundled from local switching and local transport as required by Applicable Law, in accordance with the terms and provisions of this Section 1(a). "4-Wire 56 kbps Loop" means a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop simultaneously. A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability. BA shall provide 4-Wire 56 kbps Loops to DSLnet in accordance with, and subject to, the technical specifications set forth in BA Technical Reference TR72575, Issue, as such issue may be revised from time to time after the date first set forth above.

(b) NID. (1) Notwithstanding anything set forth in the Interconnection Agreement, subject to the conditions set forth in Section 1(d) of this Amendment and at DSLnet's request, BA shall permit DSLnet to connect a DSLnet Loop to the inside wiring of a Customer through the use of a BA NID (as such term is hereinafter defined) in the manner set forth in this Section 1(b). DSLnet may access a BA NID either by means of a cross connect (but only if the use of such cross connect is technically feasible) from an adjoining DSLnet NID deployed by DSLnet or, if an entrance module is available in the BA NID, by connecting a DSLnet Loop to the BA NID. When necessary, BA will rearrange its facilities to provide access to an existing Customer's inside wire. An entrance module is available only if facilities are not connected to it. The Customer shall be responsible for resolving any conflicts between service providers for access to the Customer's premises and inside wire.

(2) In no case shall DSLnet access, remove, disconnect or in any other way rearrange BA's Loop facilities from BA's NIDs, enclosures, or protectors.

(3) In no case shall DSLnet access, remove, disconnect or in any other way rearrange a Customer's inside wire from BA's NIDs, enclosures, or protectors where such Customer inside wire is used in the provision of ongoing telecommunication service to that Customer.

(4) In no case shall DSLnet remove or disconnect ground wires from BA's NIDs, enclosures, or protectors.

(5) In no case shall DSLnet remove or disconnect NID modules, protectors, or terminals from BA's NID enclosures.

(6) Maintenance and control of premises inside wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's inside wire must be resolved by the Customer.

(7) When DSLnet is not connecting a DSLnet-provided Loop to the inside wiring of a Customer's premises through the Customer's side of the BA NID, DSLnet does not need to submit a request to BA and BA shall not charge DSLnet for access to the BA NID. In such instances, DSLnet shall comply with the provisions of Sections 1(b)(2)-(6) of this Amendment and shall access the Customer's inside wire in the manner set forth in Section 1(b)(7)(i) of this Amendment.

(i) Due to the wide variety of NIDs utilized by BA (based on Customer size and environmental considerations), DSLnet may access the Customer's inside wire, acting as the agent of the Customer, by any of the following means:

(A) Where an adequate length of inside wire is present and environmental conditions permit, requesting carrier (i.e., DSLnet or DSLnet's agent, the building owner, or the Customer) may remove the inside wire from the Customer's side of the BA NID and connect that wire to DSLnet's NID;

(B) Where an adequate length of inside wire is not present or environmental conditions do not permit, DSLnet may enter the Customer side of the BA NID enclosure for the purpose of removing the inside wire from the terminals of BA's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the inside wire within the space of the Customer side of the BA NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the BA NID.

(C) DSLnet may request BA to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (*i.e.* DSLnet, its agent, the building owner or the Customer). If DSLnet accesses the Customer's inside wire as described in this Section 1(b)(7)(i)(C), time and materials charges will be billed to the requesting party (*i.e.* DSLnet, its agent, the building owner or the Customer).

(c) Combinations. Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(d) of this Amendment, BA 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 BA is required by Applicable Law to provide a Combination to DSLnet, BA shall provide such Combination in accordance with, and subject to, requirements established by BA that are consistent with Applicable Law (such requirements, the "Combo Requirements"). BA shall make the Combo Requirements publicly available in an electronic form.

(d) Limitations. Notwithstanding anything set forth in the Interconnection Agreement:

(1) The Parties acknowledge that BA is not required by Applicable Law to provide to DSLnet certain network elements on an unbundled basis or Combinations that include

those elements until an FCC order prescribing the network elements that must be provided by BA pursuant to the Communications Act of 1934, 47 U.S.C. § 151 *et seq.*, as amended (such an order, an "FCC Remand Order"), becomes effective. Nothing contained in the Interconnection Agreement or this Amendment shall be deemed to constitute an agreement by BA that any item identified in the Interconnection Agreement or this Amendment as a network element is (i) a network element under Applicable Law, or (ii) a network element BA is required by Applicable Law to provide to DSLnet on an unbundled basis. Nothing contained in the Interconnection Agreement or this Amendment shall limit BA'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 Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect BA's obligations under the Interconnection Agreement, this Amendment or Applicable Law.

(2) Notwithstanding anything set forth in the Interconnection Agreement, BA shall be required to provide a network element on an unbundled basis only where necessary facilities are available.

(3) Notwithstanding anything set forth in the Interconnection Agreement, BA shall not provide DSLnet, and DSLnet shall not request from BA, access to a proprietary advanced intelligent network service.

(e) Notwithstanding anything set forth in the Interconnection Agreement, the terms "Loop", "Link", "ULL", "Unbundled Local Loop", "Local Link Transmission" and like terms as used in the Interconnection Agreement and this Amendment 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 Amendment and the Interconnection Agreement. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

(f) Notwithstanding anything set forth in the Interconnection Agreement, the terms "Network Interface Device" and "NID" as used in the Interconnection Agreement and this Amendment 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 BA's network.

(g) Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(d) of this Amendment:

(1) BA shall provide access to 4-Wire 56 kbps Loops, NIDs and Combinations subject to charges based on rates and/or rate structures that are consistent with Applicable Law (such rates and/or rate structures, the "Rates"). DSLnet acknowledges that BA is developing the Rates but that BA has not finished developing the Rates as of the Effective Date.

When BA finishes developing a Rate, BA shall notify DSLnet in writing of the Rate and thereafter shall bill DSLnet, and DSLnet shall pay to BA, for services provided under this Amendment on the Effective Date and thereafter in accordance with such Rate, subject to Section 1(g)(2) of this Amendment.

(2) The Rates for services provided under this Amendment (but not under the Interconnection Agreement unless otherwise expressly provided therein) shall be interim Rates and shall be replaced on a prospective basis by such Rates as may be approved by the Commission, or as otherwise allowed to go into effect, or if appealed as may be ordered at the conclusion of such appeal, *provided, however*, that a Rate provided by BA to DSLnet in accordance with Section 1(g)(1) of this Amendment that has been approved or allowed to go into effect by the Commission prior to the date on which BA provides such Rate to DSLnet shall be a permanent rate. If the Commission should alter, amend or modify and then approve or make effective an interim Rate in a final order and such order is not appealed or otherwise challenged, the Parties shall true up amounts billed and paid based on such Rate for services provided under this Amendment (but not under the Interconnection Agreement) on the Effective Date and thereafter until the date on which the Commission approves or allows to go into effect such altered, amended or modified interim Rate, *provided, however*, that, notwithstanding anything else set forth in this Amendment or anything set forth in the Interconnection Agreement, any Rate or rate and/or rate structure that is part of a Rate provided by BA to DSLnet in accordance with Section 1(g)(1) of this Amendment and that has been approved or allowed to go into effect by the Commission before BA provides such Rate or rate and/or rate structure to DSLnet shall not be subject to the true-up obligations of this Section 1(g)(2).

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.

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.

**DSLnet COMMUNICATIONS,
LLC d/b/a DSLnet**

BELL ATLANTIC - PENNSYLVANIA, INC.

By: Wendy Blumling

By: Jeffrey A. Masoner

Printed: Wendy Blumling

Printed: Jeffrey A. Masoner

Title: NOVP-Regulatory

Title: Vice-President - Interconnection Services
Policy & Planning

AMENDMENT NO. 3

to the

INTERCONNECTION AGREEMENT

between

BELL ATLANTIC - PENNSYLVANIA, INC.

DOCKETED
SEP 11 2000

and

DSLNET COMMUNICATIONS, LLC

d/b/a

DSLnet

DOCUMENT
DOCUMENT
FOLDER

This Amendment No. 3 (this "Amendment") is made this 9th day of June 2000 (the "Effective Date") by and between Bell Atlantic - Pennsylvania, Inc., a Pennsylvania corporation ("BA"), and DSLnet Communications LLC d/b/a DSLnet, a Delaware limited liability company ("DSLnet"). (BA and DSLnet may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties").

WITNESSETH:

WHEREAS, BA and DSLnet are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated April 8, 1999 (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, BA is prepared to provide network elements and collocation in accordance with, but only to the extent required by, all effective and unstayed 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:

BA-PA/DSLnet Amd-3 120-Day UNE June 9, 2000

(a) Sub-Loop.

(1) Notwithstanding anything set forth in the Interconnection Agreement, subject to the conditions set forth in Section 1(e) of this Amendment and upon request, BA shall provide DSLnet with access to a Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 1(a)(1) and the rates set forth in Exhibit A attached hereto. A "Sub-Loop" means a two-wire or four-wire metallic distribution facility in BA's network between a BA 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 Amendment or in the Interconnection Agreement, BA shall provide DSLnet with access to a Sub-Loop in accordance with, but only to the extent required by, Applicable Law.

(2) DSLnet may request that BA reactivate (if available) an unused drop and NID, install a new drop and NID if no drop and NID are available or provide DSLnet with access to a drop and NID that, at the time of DSLnet's request, BA is using to provide service to a Customer (as such term is hereinafter defined). The term "Customer" means a third-party residence or business end-user subscriber to telephone exchange services provided by either of the Parties, *provided, however*, that the term "Customer" does not include a Party.

(3) DSLnet may obtain access to a Sub-Loop only at an FDI and only from a CLEC outside plant interconnection cabinet (a "COPIC") or, if DSLnet is collocated at a remote terminal and the FDI for such Sub-Loop is located in such terminal, from the collocation arrangement of DSLnet at such terminal. To obtain access to a Sub-Loop, DSLnet shall install a COPIC on an easement or Right of Way obtained by DSLnet within 100 feet of the BA FDI to which such Sub-Loop is connected. A COPIC must comply with applicable industry standards. Subject to the terms of applicable BA easements, BA shall furnish and place an interconnecting cable between a BA FDI and a DSLnet COPIC and BA shall install a termination block within such COPIC. BA shall retain title to and maintain the interconnecting cable. BA shall not be responsible for building, maintaining or servicing the COPIC and shall not provide any power that might be required by the CLEC for any electronics in the COPIC. DSLnet shall provide any easement, Right of Way or trenching or other supporting structure required for any portion of an interconnecting cable that runs beyond a BA easement.

(4) DSLnet may request from BA by submitting a loop make-up engineering query to BA, and BA shall provide to DSLnet, the following information regarding a Sub-Loop that serves an identified Customer: the Sub-Loop's length and gauge, whether the Sub-Loop has loading and bridged tap, the amount of bridged tap (if any) on the Sub-Loop and the location of the FDI to which the Sub-Loop is connected.

(5) To order access to a Sub-Loop, DSLnet must first request that BA connect the BA FDI to which the Sub-Loop is connected to a DSLnet COPIC. To make such a request, DSLnet must submit to BA an application (a "Sub-Loop Interconnection Application") that identifies the FDI at which DSLnet wishes to access the Sub-Loop. A Sub-Loop Interconnection Application shall state the location of the COPIC, the size of the interconnecting cable and a description of the

cable's supporting structure. A Sub-Loop Interconnection Application shall also include a five-year forecast of DSLnet's demand for access to Sub-Loops at the requested FDI. DSLnet must submit the application fee set forth in Exhibit A attached hereto (a "Sub-Loop Application Fee") with a Sub-Loop Interconnection Application. DSLnet must submit Sub-Loop Interconnection Applications to:

USLA Project Manager
Bell Atlantic
Room 509
125 High Street
Boston, MA 02110
E-Mail: Collocation.applications@BellAtlantic.com

(6) Within sixty (60) days after it receives a complete Sub-Loop Interconnection Application for access to a Sub-Loop and the Sub-Loop Application Fee for such application, BA shall provide to DSLnet a work order that describes the work that BA must perform to provide such access (a "Sub-Loop Work Order") and a statements of the cost of such work (a "Sub-Loop Interconnection Cost Statement").

(7) DSLnet shall pay to BA fifty percent (50%) of the cost set forth in a Sub-Loop Interconnection Cost Statement within sixty (60) days of DSLnet's receipt of such statement and the associated Sub-Loop Work Order, and BA shall not be obligated to perform any of the work set forth in such order until BA has received such payment. A Sub-Loop Interconnection Application shall be deemed to have been withdrawn if DSLnet breaches its payment obligation under this Section 1(a)(7). Upon BA's completion of the work that BA must perform to provide DSLnet with access to a Sub-Loop, BA shall bill DSLnet, and DSLnet shall pay to BA, the balance of the cost set forth in the Sub-Loop Interconnection Cost Statement for such access.

(8) After BA has completed the installation of the interconnecting cable to a DSLnet COPIC and DSLnet has paid the full cost of such installation, DSLnet can request the cross connection of BA Sub-Loops to the DSLnet COPIC. At the same time, DSLnet shall advise BA of the services that DSLnet plans to provide over the Sub-Loop, request any conditioning of the Sub-Loop and assign the pairs in the interconnecting cable. DSLnet shall run any crosswires within the COPIC.

(9) If DSLnet requests that BA reactivate an unused drop and NID, then DSLnet shall provide dial tone (or its DSL equivalent) on the DSLnet side of the applicable BA FDI at least twenty four (24) hours before the due date. On the due date, a BA technician will run the appropriate cross connection to connect the BA Sub-Loop to the DSLnet dial tone or equivalent from the COPIC. If DSLnet requests that BA install a new drop and NID, then DSLnet shall provide dial tone (or its DSL equivalent) on the DSLnet side of the applicable BA FDI at least twenty four (24) hours before the due date. On the due date, a BA technician shall run the appropriate cross connection of the facilities being reused at the BA FDI and shall install a new drop and NID. If DSLnet requests that BA provide DSLnet with access to a Sub-Loop that, at the time of DSLnet's request, BA is using to provide service to a Customer, then, after DSLnet has looped two interconnecting pairs through the COPIC and at least twenty four (24) hours before the due date, a BA technician shall crosswire the dial tone from the BA central office through the BA side of the COPIC and back out again to the BA FDI

and BA Sub-Loop using the "loop through" approach. On the due date, DSLnet shall disconnect BA's dial tone, crosswire its dial tone to the Sub-Loop and submit the DSLnet's long-term number portability request.

(10) BA shall not provide access to a Sub-Loop if BA is using the loop of which the Sub-Loop is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the BA-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.

(11) BA shall provide DSLnet with access to a Sub-Loop in accordance with negotiated intervals.

(12) BA shall repair and maintain a Sub-Loop at the request of DSLnet and subject to the time and material rates set forth in Exhibit A. DSLnet accepts responsibility for initial trouble isolation for Sub-Loops and providing BA with appropriate dispatch information based on its test results. If (a) DSLnet reports to BA a Customer trouble, (b) DSLnet requests a dispatch, (c) BA dispatches a technician, and (d) such trouble was not caused by BA Sub-Loop facilities or equipment in whole or in part, then DSLnet shall pay BA the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by DSLnet is not available at the appointed time. If as the result of DSLnet instructions, BA is erroneously requested to dispatch to a site on BA company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to DSLnet by BA. If as the result of DSLnet instructions, BA is erroneously requested to dispatch to a site outside of BA company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to DSLnet by BA.

(b) Dark Fiber.

(1) Notwithstanding anything set forth in the Interconnection Agreement, subject to the conditions set forth in Section 1(e) of this Amendment and upon request, BA shall provide to DSLnet access to Dark Fiber Loops (as such term is hereinafter defined) and to Dark Fiber IOF (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 1(b) and the rates set forth in Exhibit A. A "Dark Fiber Loop" means two continuous fiber optic strands (a pair) located within a BA fiber optic cable sheath between a BA end office and the premises of a Customer but that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A "Dark Fiber IOF" means two continuous fiber optic strands (a pair) that are located within a fiber optic cable sheath between either (a) two BA central offices or (b) a BA central office and a DSLnet central office, but, in either case, that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. When DSLnet submits an order for a Dark Fiber Loop or a Dark Fiber IOF, such fiber may not conform to industry transmission standards, either the ones in effect when BA installed such fiber or the ones in effect at the time of such order. Notwithstanding anything else set forth in this Amendment or in the Interconnection Agreement, BA shall provide DSLnet with access to Dark Fiber Loops and Dark Fiber IOF in accordance with, but only to the extent required by, Applicable Law.

(2) DSLnet may access a Dark Fiber Loop or a Dark Fiber IOF only at a pre-existing hard termination point of such Dark Fiber Loop or Dark Fiber IOF, and DSLnet may not access a Dark Fiber Loop or a Dark Fiber IOF at any other point, including, but not limited to, a splice point. DSLnet may obtain access to Dark Fiber Loops and Dark Fiber IOF only in the following ways:

(i) Upon DSLnet's request, Bell Atlantic will connect a Dark Fiber Loop to a DSLnet collocation arrangement in the BA end office where the Dark Fiber Loop originates and to a demarcation point, including, but not limited to, an industry standard fiber distribution panel, in a building where a Customer is located and the Dark Fiber Loop terminates. BA shall connect a Dark Fiber Loop to the POT bay of a DSLnet collocation arrangement by installing appropriate cross connections. A demarcation point shall be located in the main telco room of a building where a Customer is located or, if the building does not have a main telco room, then at a location to be determined by BA, and BA shall connect a Dark Fiber Loop to the demarcation point by installing a jumper.

(ii) Upon DSLnet's request, BA will connect a Dark Fiber IOF between two BA central offices to DSLnet collocation arrangements in those offices and will connect a Dark Fiber IOF between a BA central office and a DSLnet central office to a DSLnet collocation arrangement in the BA central office and to the fiber distribution frame in the DSLnet central office. BA shall connect a Dark Fiber IOF to the POT bay of a DSLnet collocation arrangement and to the fiber distribution frame in a DSLnet central office by installing appropriate cross connections.

BA shall perform all work necessary to install a cross connection or a fiber jumper pair, including, but not limited to, the work necessary to connect a dark fiber pair to a demarcation point, a fiber distribution frame or a POT bay.

(3) BA shall provide access to Dark Fiber Loops and Dark Fiber IOF only where spare facilities exist, and BA shall not be obligated to construct new or additional facilities or create splice points to provide DSLnet with access to Dark Fiber Loops or Dark Fiber IOF. BA shall not reserve Dark Fiber Loops or Dark Fiber IOF for DSLnet, and BA shall not be obligated to provide access to Dark Fiber Loops or Dark Fiber IOF across LATA boundaries. BA may reserve Dark Fiber Loops and Dark Fiber IOF for maintenance purposes, to satisfy Customer orders for fiber related services or for future growth. BA reserves, and BA's execution and delivery of this Amendment shall not waive, BA's right to claim before the Pennsylvania Public Utility Commission that BA should not have to fulfill a DSLnet order for a Dark Fiber Loop or a Dark Fiber IOF because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or other competitive local exchange carriers or impair a BA obligation to serve as a carrier of last resort.

(4) Prior to ordering access to a Dark Fiber Loop or Dark Fiber IOF between two locations, DSLnet shall make a request to BA that BA review its existing cable records to determine whether spare Dark Fiber Loop facilities or Dark Fiber IOF facilities (as the case may be) are available between those locations (such a request, a "Dark Fiber Inquiry Request"). If spare facilities are available, BA shall notify DSLnet and provide DSLnet with an estimate of the mileage of those facilities. DSLnet cannot order access to spare facilities until BA has notified DSLnet that the

facilities are available, and BA does not guarantee or warrant that the facilities will be available when DSLnet submits an order to BA for access to the facilities. When it submits an order to BA for access to spare facilities that BA has previously notified DSLnet are available, DSLnet assumes all risk that those facilities will no longer be available.

(5) Upon request, and subject to time and material charges to be quoted by BA, BA shall provide to DSLnet the following information:

(i) A fiber layout map that shows the streets within a wire center where there are existing BA fiber cable sheaths. BA shall provide such maps to DSLnet subject to the agreement of DSLnet, in writing, to treat the maps as confidential and to use them for preliminary design purposes only. DSLnet acknowledges that fiber layout maps do not show whether or not spare fiber facilities are available. BA shall provide fiber layout maps to DSLnet subject to a negotiated interval.

(ii) A field survey that shows the availability of dark fiber pairs between two BA central offices, a BA central office and a DSLnet central office or a BA end office and the premises of a Customer, shows whether or not such pairs are defective, shows whether or not such pairs have been used by BA for emergency restoration activity and tests the transmission characteristics of BA dark fiber pairs. If a field survey shows that a dark fiber pair is available and DSLnet submits an order for access to such pair, BA does not guarantee or warrant that the pair will be available when BA receives such order, and DSLnet assumes all risk that the pair will not be available. BA shall perform a field survey subject to a negotiated interval. If a DSLnet submits an order for a dark fiber pair without first obtaining the results of a field survey of such pair, DSLnet assumes all risk that the pair will not be compatible with DSLnet's equipment, including, but not limited to, order cancellation charges.

(6) DSLnet shall be solely responsible for: (a) determining whether or not the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF accommodate the requirements of DSLnet; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to a Dark Fiber Loop or a Dark Fiber IOF; (c) installation of fiber optic transmission equipment needed to power a Dark Fiber Loop or a Dark Fiber IOF to transmit telecommunications traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) augmenting DSLnet's collocation arrangements with any proper cross connects or other equipment that DSLnet needs to access a Dark Fiber Loop or a Dark Fiber IOF before it submits an order for such access.

(7) DSLnet acknowledges that BA may have to splice the cable sheath of a Dark Fiber Loop or a Dark Fiber IOF to repair and maintain such sheath after DSLnet has obtained access to such dark fiber, and DSLnet assumes all risks associated with the creation of future splices on a Dark Fiber Loop or a Dark Fiber IOF. BA shall not provide or connect fiber optic transmission equipment, intermediate repeaters or power on a Dark Fiber Loop or a Dark Fiber IOF. BA cannot guarantee that the transport rate of a Dark Fiber Loop or a Dark Fiber IOF shall remain constant over time.

(8) BA shall provide DSLnet with access to a Dark Fiber Loop or a Dark Fiber

IOF in accordance with the following intervals:

Fifteen (15) business days to perform the Dark Fiber Inquiry Request or a negotiated interval if BA receives ten (10) such requests for one LATA

Thirty (30) business days to turn up a Dark Fiber Loop or a Dark Fiber IOF

(9) BA shall not be obligated to make Dark Fiber Loops and Dark Fiber IOF conform to any industry standards. After DSLnet has obtained access to a Dark Fiber Loop or a Dark Fiber IOF, BA may, at DSLnet's request and subject to rates set forth in Exhibit A, try to modify the transmission characteristics of such dark fiber. The work shall include and be limited to the following:

(i) Replace older connectors with new connectors, unless there is a risk that the replacement will disrupt existing fiber optic services.

(ii) Clean connectors to remove non-imbedded contaminants.

Notwithstanding the foregoing, BA shall not be obligated to modify the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF to satisfy the transmission objectives of DSLnet for such dark fiber.

(10) BA shall repair and maintain a Dark Fiber Loop or a Dark Fiber IOF at the request of DSLnet and subject to the time and material rates set forth in Exhibit A but BA shall not be obligated to repair or maintain the transmission characteristics of such dark fiber, services provided by DSLnet over such dark fiber, any equipment of DSLnet or anything other than the physical integrity of such dark fiber. DSLnet shall cooperate with any BA effort to repair and maintain a Dark Fiber Loop or a Dark Fiber IOF. DSLnet acknowledges that maintenance and repair of a Dark Fiber Loop or a Dark Fiber IOF or fiber optic strands located in the same cable sheath by BA may affect the transmission characteristics of such dark fiber. DSLnet accepts responsibility for initial trouble isolation for Dark Fiber Loops and Dark Fiber IOF and providing BA with appropriate dispatch information based on its test results. If (a) DSLnet reports to BA a Customer trouble, (b) DSLnet requests a dispatch, (c) BA dispatches a technician, and (d) such trouble was not caused by BA dark fiber facilities or equipment in whole or in part, then DSLnet shall pay BA the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by DSLnet is not available at the appointed time. If as the result of DSLnet instructions, BA is erroneously requested to dispatch to a site on BA company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to DSLnet by BA. If as the result of DSLnet instructions, BA is erroneously requested to dispatch to a site outside of BA company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to DSLnet by BA.

(11) The mileage necessary to calculate the per mile monthly recurring charges for a Dark Fiber IOF shall be equal to the airline distance between the two ends of such Dark Fiber IOF, and the Parties shall measure such mileage using the V&H coordinates method set forth in the National Exchange Carrier Association, Inc. Tariff, FCC No. 4, and any portion of a mile so measured

shall be rounded up to the nearest whole mile.

(d) Collocation in Remote Terminals. Notwithstanding anything set forth in the Interconnection Agreement, BA shall allow DSLnet to collocate equipment in a BA remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in applicable BA tariffs, as amended from time to time, and BA shall do so regardless of whether or not such rates, terms and conditions are effective. Notwithstanding anything else set forth in this Amendment or the Interconnection Agreement, BA shall allow DSLnet to collocate equipment in a BA remote terminal equipment enclosure in accordance with, but only to the extent required by, Applicable Law.

(e) Limitations. Notwithstanding anything else set forth in the Interconnection Agreement or this Amendment:

(1) Nothing contained in the Interconnection Agreement or this Amendment shall be deemed to constitute an agreement by BA that any item identified in the Interconnection Agreement or this Amendment as a network element is (i) a network element under Applicable Law, or (ii) a network element BA is required by Applicable Law to provide to DSLnet on an unbundled basis. Nothing contained in the Interconnection Agreement or this Amendment shall limit BA'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 Pennsylvania Public Utility Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect BA's obligations under the Interconnection Agreement, this Amendment or Applicable Law.

(2) To the extent that BA is required by a change in Applicable Law to provide a network element on an unbundled basis to DSLnet, 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 BA (a "BA UNE Tariff"). In the absence of a BA UNE Tariff, to the extent that BA is required by Applicable Law to provide a network element to DSLnet, 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 Amendment and the Interconnection Agreement, as amended by this Amendment. In the absence of a BA UNE Tariff and if there is a conflict between the terms and provisions of this Amendment or the Interconnection Agreement and Applicable Law governing the provision of a network element, prior to BA's provision of such network element and upon the written request of either Party, the Parties will negotiate in good faith an amendment to the Interconnection Agreement so that the Interconnection Agreement 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) BA shall be required to provide a network element on an unbundled basis only where necessary facilities are available.

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

(f) Notwithstanding anything else set forth in the Interconnection Agreement or this Amendment and subject to the conditions set forth in Section 1(e) of this Amendment:

(1) BA shall provide access to Sub-Loops, Dark Fiber Loops, Dark Fiber IOF and House and Riser Cables subject to charges based on rates and/or rate structures that are consistent with Applicable Law (rates and/or rate structures for access to Sub-Loops, Dark Fiber Loops, Dark Fiber IOF and House and Riser Cables, collectively, the "Rates" and, individually, a "Rate"). DSLnet acknowledges that the Rates are not set forth in Exhibit A as of the Effective Date but that BA is developing the Rates and BA has not finished developing the Rates as of the Effective Date. When BA finishes developing a Rate, BA shall notify DSLnet in writing of such Rate in accordance with, and subject to, the notices provision of the Interconnection Agreement and thereafter shall bill DSLnet, and DSLnet shall pay to BA, for services provided under this Amendment on the Effective Date and thereafter in accordance with such Rate, subject to Section 1(f)(2) of this Amendment. Any notice provided by BA to DSLnet pursuant to this Section 1(f)(1) shall be deemed to be a part of Exhibit A immediately after BA sends such notice to DSLnet and thereafter.

(2) The Parties shall cooperate to true up amounts billed by BA to DSLnet and paid by DSLnet to BA based on an interim Rate for a Sub-Loop, a Dark Fiber Loop, a Dark Fiber IOF or a House and Riser Cable if the Pennsylvania Public Utility Commission alters, amends or modifies such Rate and then, as altered, amended or modified, approves or makes effective such Rate as a permanent and final Rate in a final order and such order is not appealed or otherwise challenged.

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.

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.

DSLnet COMMUNICATIONS LLC
d/b/a DSLnet

BELL ATLANTIC – PENNSYLVANIA, INC.

By: Schula Hobbs
for
Printed: Wendy Blumling
Title: ASSISTANT VICE PRESIDENT

By: Jeffrey A. Masoner
Printed: Jeffrey A. Masoner
Title: Vice-President - Interconnection Services
Policy & Planning

Exhibit A

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

SERVICE LIST

ORIGINAL

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Harrisburg, PA 17101-1921

Office of the Attorney General
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Harrisburg, PA 17101

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DATE: September 12, 2000
SUBJECT: A-310824F0002
TO: Office of Special Assistants
FROM: James J. McNulty, Secretary

LAF

DOCKETED
SEP 13 2000

DOCUMENT
FOLDER

JOINT PETITION OF VERIZON PENNSYLVANIA INC. F/K/A BELL ATLANTIC-PENNSYLVANIA, INC. AND DSLNET COMMUNICATIONS LLC D/B/A DSL.NET FOR APPROVAL OF AMENDMENTS NOS. 1, 2, 3 TO INTERCONNECTION AGREEMENT UNDER SECTION 252(e) OF THE TELECOMMUNICATIONS ACT OF 1996.

Attached is a copy of a Joint Petition for Approval of an Interconnection Agreement filed in connection with the above-docketed proceeding.

Enclosed is a copy of the notice that we provided to the Pennsylvania Bulletin to be published on September 23, 2000. Comments are due on or before 10 days after the publication of this notice.

This matter is assigned to your Office for appropriate action.

Attachment

cc: Bureau of Fixed Utility Services
Office of Administrative Law Judge-copy of memo only

PENNSYLVANIA PUBLIC UTILITY COMMISSION

NOTICE TO BE PUBLISHED

DOCKETED
SEP 13 2000

Joint Petition of Verizon Pennsylvania Inc. f/k/a Bell Atlantic-Pennsylvania, Inc. and DSLNET Communications LLC d/b/a DSL.NET for Approval of Amendments Nos. 1, 2, 3 to Interconnection Agreement Under Section 252(e) of The Telecommunications Act of 1996.
Docket Number: A-310824F0002.

DOCUMENT
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Verizon Pennsylvania Inc. f/k/a Bell Atlantic-Pennsylvania, Inc. and DSLNET Communications LLC d/b/a DSL.NET, by its counsel, filed on September 6, 2000, at the Public Utility Commission, a Joint Petition for approval of an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996.

Interested parties may file comments concerning the petition and agreement with the Secretary, Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, PA 17105-3265. All such Comments are due on or before 10 days after the date of publication of this notice. Copies of the Verizon Pennsylvania Inc. f/k/a Bell Atlantic-Pennsylvania, Inc. and DSLNET Communications LLC d/b/a DSL.NET Joint Petition are on file with the Pennsylvania Public Utility Commission and are available for public inspection.

Contact person is Cheryl Walker Davis, Director, Office of Special Assistants, (717) 787-1827.

BY THE COMMISSION

James J. McNulty

James J. McNulty
Secretary

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