

**CLEC Maintenance of Common Area Splitter Collocation Amendment
to the Interconnection Agreement between
Qwest Corporation and
Covad Communications Company
for the State of Washington**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and Covad Communications Company ("CLEC"), a California corporation.

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Washington, that was approved by the Washington Utilities and Transportation Commission on April 22, 1998, as referenced in Docket No. UT-980312 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by adding terms and conditions for CLEC Maintenance of Common Area Splitter Collocation, as set forth in Attachment 1, attached hereto and incorporated herein.

Effective Date

This Amendment shall be deemed effective upon Commission approval; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

Amendments; Waivers

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any

prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Covad Communications Company

Qwest Corporation

Signature

Signature

Name Printed/Typed

L. T. Christensen

Name Printed/Typed

Title

Director - Interconnection Agreements

Title

Date

Date

ATTACHMENT 1

Common Area Splitter Collocation

9.4 Line Sharing

9.4.1 CLEC Collocation Area Splitter

9.4.1.1 If a CLEC elects to have Plain Old Telephone Service (POTS) Splitters installed in Qwest Wire Centers via the standard Collocation arrangements set forth in the Collocation Section, CLEC will either purchase the POTS Splitters or have Qwest purchase the POTS Splitters subject to full reimbursement of the cost of the POTS Splitters plus any pass through actual vendor invoice costs, including but not limited to taxes, shipping and handling. The POTS Splitters must meet the requirements for Central Office equipment Collocation set by the FCC and Network Equipment Building System (NEBS) Level 1 Safety standards. CLEC will be responsible for installing and maintaining the POTS Splitters in its Collocation areas within Qwest Wire Centers.

9.4.2 Common Area Splitter Collocation

9.4.2.1 If CLEC's Interconnection Agreement provides for Common Area Splitter Collocation and if CLEC elects to have POTS Splitters installed in Qwest Wire Centers via Common Area Splitter Collocation, the POTS Splitters will be installed in those Wire Centers in one of the following locations: (a) in a relay rack near CLEC's DS0 termination points; (b) on an ICDF to the extent such a frame is available; or (c) where options (a) and (b) are not available, or in Wire Centers with network access line counts of less than 10,000, on the COSMIC™/MDF or in some other appropriate location such as an existing Qwest relay rack or bay. In Wire Centers with access line counts greater than 10,000, when all common area Splitter bays and racks are fully utilized, space permitting, Qwest will allow CLEC to place POTS Splitters on the COSMIC/MDF. CLEC either may purchase POTS Splitters or have Qwest purchase the POTS Splitters subject to full reimbursement of the cost of the POTS Splitters plus any pass through actual vendor invoice costs, including but not limited to, taxes, shipping and handling. The POTS Splitters must meet the requirements for Central Office equipment Collocation set by the FCC and NEBS Level 1 Safety standards. Qwest will be responsible for installing the POTS Splitter shelf with cards as supplied, but CLEC will lease the POTS Splitters to Qwest at no cost. Qwest may install the POTS Splitters' shelves of different CLECs in a single relay rack (bay) or frame. CLECs with physical caged or cageless Collocation will have the option to maintain their POTS splitter cards or have Qwest perform this maintenance function. If the CLEC elects to maintain the POTS splitter cards, the CLEC will be responsible to troubleshoot and replace defective cards. Qwest will be responsible for troubleshooting and trouble isolation of circuit continuity issues up to the splitter card and from the splitter card to the DMARC. CLEC will be responsible to add splitter cards as necessary to provision un-carded splitter shelf slots and to clearly label the splitter shelf as CLEC maintained. Election to maintain the POTS splitter cards will be for all CLEC Common Area Splitter Collocation sites in Qwest's 14-state region. If Qwest performs the POTS splitter card maintenance the CLEC will be responsible for inventory and supply of spare cards in the event a defective card requires replacement or a card needs to be added to provision an unused splitter shelf slot. Qwest will not be responsible for

shortages of POTS Splitters or Qwest's inability to obtain POTS Splitters from vendors, if acting as purchasing agent on behalf of CLEC.

9.4.3 Rate Elements

9.4.3.1 Not applicable as Maintenance is performed by CLEC.

9.4.4 Ordering Process

9.4.4.1 Common Area Splitter Collocation

9.4.4.1.1 This section only applies to situations where CLEC orders placement of the Splitter in a common area.

9.4.4.1.2 New POTS Splitter shelves may be ordered at the same time as a new Collocation on a single Collocation application form. A single ordering processing charge applies. CLEC shall indicate in the notes section of the Collocation application if CLEC elects to maintain the POTS splitter cards. Standard intervals as contained in Exhibit C will apply.

9.4.4.1.3 New POTS Splitter shelves may be ordered with an existing Collocation. CLEC must submit a new Collocation application form and the applicable fee to Qwest. CLEC shall indicate in the notes section of the Collocation application if CLEC elects to maintain the POTS splitter cards. Standard intervals as contained in Exhibit C will apply.

9.4.5 Repair and Maintenance

9.4.5.1 When POTS Splitters are installed in Qwest Wire Centers via Common Area Splitter Collocation, CLEC will order and install additional Splitter cards as necessary to increase the capacity of the POTS Splitters. CLEC will leave one empty Splitter card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity. If CLEC elects to maintain the POTS splitter cards, the CLEC will be responsible to troubleshoot, repair and replace, if necessary, the POTS splitter cards.