

**Commercial Line-Sharing Amendment
to the
Interconnection Agreement
Between
Qwest Corporation
and
Covad Communication Company
for the State of Washington**

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

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement dated March 2, 1998, for service in the State of Washington, that was approved by the Washington Utilities and Transportation Commission ("Commission") on April 22, 1998 ("Agreement"); and

WHEREAS, CLEC wishes to enter into an agreement to obtain line-sharing on a commercial basis from Qwest between October 2, 2003 and October 1, 2007 at rates, terms, and conditions agreed to and different than the rates terms and conditions of the Agreement, and Qwest wishes to provide such line-sharing;

WHEREAS, the Parties wish to amend the Agreement by adding the applicable terms and conditions for commercial line-sharing.

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:

1. Amendment Terms

This Amendment is made in order to add to the Agreement the terms, conditions and rates for Commercial Line-Sharing, as set forth in Attachments 1 and Exhibit A, attached hereto and incorporated herein.

2. Effective Date

This Amendment shall be deemed effective upon Commission approval; however, the Parties agree to implement the provisions of this Amendment for Line Sharing orders with due dates on or after October 2, 2003. 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.

3. Amendments; Waivers

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.

4. Reservation of Rights

Nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the rates, terms or conditions for the subject matter contained in this Amendment or an admission by Qwest or CLEC that the rates, terms or conditions should not be changed, vacated, dismissed, stayed or modified. Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper rates, terms or conditions or concerning whether the rates, terms or conditions should be changed, vacated, dismissed, stayed or modified.

5. Entire Agreement

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

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

Authorized Signature

Authorized Signature

Name Printed/Typed

L. T. Christensen

Name Printed/Typed

Title

Director – Business Policy

Title

Date

Date

ATTACHMENT 1

9.22 Commercial Line Sharing

9.22.1 Description

Commercial Line Sharing provides CLEC with the opportunity to offer advanced data services simultaneously with an existing end user customer's analog voice-grade ("POTS") service provided by Qwest on a single copper loop referred to herein as "Commercial Shared Loop" by using the frequency range above the voice band on a copper loop. This frequency range will be referred to herein as the High Frequency Portion of the loop ("the HFPL"). A splitter separates the voice and data traffic and allows the copper loop to be used for simultaneous data transmission and Qwest POTS service. The splitter must be provisioned prior to ordering Commercial Line Sharing. The POTS service must be provided to the end user customer by Qwest.

9.22.1.1 Qwest agrees to provide Line Sharing on a commercial basis as set forth below.

9.22.1.1.1 **Term.** CLEC may order Commercial Line Sharing arrangements during the period beginning on October 2, 2003 and ending on October 1, 2004 ("Commercial Line Sharing") in accordance with the provisions of this subsection. The monthly recurring charge for any Commercial Line Sharing arrangement shall apply as set forth below. This Amendment expires on October 1, 2007, however, Covad shall not place any orders pursuant to the terms and conditions of the Amendment after October 1, 2004.

(a) During the period beginning on October 2, 2003 and ending on October 1, 2007, the monthly recurring charge for any Commercial Line Sharing arrangement shall be as provided in Exhibit A.

9.22.1.1.2 **Discontinuation of Voice Service.** Notwithstanding anything herein to the contrary, if Qwest disconnects an end user customer's voice service in accordance with Applicable Law, then CLEC shall have the option to purchase the entire loop being disconnected if it wishes to continue providing DSL service to such end user customer; provided that, if Covad does not exercise such option, both the DSL and voice services provisioned over the line will be disconnected by Qwest.

9.22.1.1.3 **Conversion of Existing Line Sharing Arrangements.** COVAD may convert any existing line sharing arrangements under its Interconnection Agreement or any amendment thereto to Commercial Line Sharing during the term of this Amendment, provided that, such conversions shall not be included as New Incremental Growth for purposes of determining pricing of Commercial Line Sharing under this Amendment. A separate, cost-based conversion charge may apply.

9.22.2 Terms and Conditions

9.22.2.1 General

9.22.2.1.1 To order the HFPL, CLEC must have a splitter installed in the Qwest wire center that serves the end user customer as provided for in this Section. Splitters may be installed in Qwest Wire Centers per the Collocation Section of CLEC's interconnection agreement with Qwest. Splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two (2) points of termination. The end user customer must have dial tone originating from a Qwest Switch in that Wire Center. CLEC must provide the end user customer with, and is responsible for, the installation of a splitter, filter(s) and/or other equipment necessary for the end user customer to receive separate voice and data service across a single copper loop.

9.22.2.1.2 On or after October 2, 2004, changes to the operations support systems and other processes required to support Commercial Line Sharing shall not be subject to and shall be exempt from any otherwise applicable provisions of the change management process (CMP); and Commercial Line Sharing arrangements shall not be subject to performance assurance plan remedies or any other service quality standards or remedies applicable to Qwest. On or after October 2, 2004, Qwest shall provide Installation and Repair metrics for Line Sharing performance reporting to replace standard performance measurements and reporting, which will be set forth in Exhibit B.

9.22.2.1.3 CLEC may use the HFPL to provide any xDSL services that will not interfere with analog voiceband transmissions and otherwise in accordance with Applicable Law. Such services currently include but may not be limited to ADSL, RADSL, Multiple Virtual Lines (MVL) and G.lite. In the future, additional services may be used by CLEC to the extent those services are deemed acceptable for Commercial Line Sharing deployment under Applicable Law or governing industry standards.

9.22.2.1.4 CLEC may not order the HFPL on a given copper loop if Qwest, or another Telecommunications Carrier, is already using the high frequency spectrum, unless the end user customer provides authorization to the new provider to perform the disconnect of the incumbent provider's DSL or other service using the high frequency spectrum.

9.22.2.1.5 CLEC may request, and Qwest shall provide, required conditioning on up to 5% of the Commercial Shared Loops arrangements ordered by CLEC in a calendar year. Conditioning shall mean the removal of load coils and interfering bridged taps, but shall not include any line moves or special construction. UDC removal and line moves may be provided by Qwest on Commercial Shared Loop arrangements in accordance with Qwest's facility provisioning and routine network modification processes; notwithstanding the foregoing, Qwest may modify or discontinue such processes pursuant to Applicable Law. Any conditioning above the 5% cap shall be subject to the charges for loop

conditioning in Exhibit A. Qwest shall perform requested conditioning, including de-loading and removal of interfering bridged taps, unless Qwest demonstrates in advance that conditioning a Commercial Shared loop will significantly degrade the end user customer's analog voice-grade POTS service. Based on the pre-order make-up of a given copper loop, CLEC can make a preliminary determination if the loop can meet the technical parameters applicable to the data service it intends to provide over the loop.

9.22.2.1.5.1 Qwest may conduct an annual audit to determine the sum of conditioned Commercial Line Shared loops in the preceding calendar year (January through December), if any, that exceeded the 5% cap on conditioning. The number that exceed the 5% cap shall be assessed a non-recurring charge to be assessed for all conditioning performed above the 5% cap described in section 9.22.2.1.5 of this Agreement. CLEC shall pay such charges within 30 days of receiving notice of them.

9.22.3 Rate Elements

9.22.3.1 Recurring Rates for Commercial Shared Loop.

9.22.3.1.1 Commercial Shared Loop Charge - A monthly recurring charge for the use of the Commercial Shared Loop shall apply. This charge shall be inclusive of any charges to recover modification or upgrade costs to Qwest Operations Support Systems (OSS) required to accommodate line sharing, whether such charges are recovered by Qwest as recurring or non-recurring charges. Notwithstanding the foregoing, OSS development, enhancement, and maintenance costs applicable to all UNEs may be recovered through a separate cost-based charge pursuant to Applicable Law.

9.22.3.1.2 Interconnection Tie Pairs - Two Interconnection Tie Pairs (2 ITPs), 1 for voice and 1 for combined voice/data, per connection.

9.22.3.2 Nonrecurring Rates for the Commercial Shared Loop.

9.22.3.2.1 Basic Installation Charge for Commercial Shared Loop – A nonrecurring charge for each Commercial Shared Loop installed shall apply. As provided in Section 9.22.2.1.5, Conditioning shall be included in this charge, subject to the 5% cap on conditioning.

9.22.3.2.2 If the conditioning significantly degrades the voice services on the loop such that it is unacceptable to the end user customer, CLEC shall pay the conditioning charge in Exhibit A to recondition the loop.

9.22.3.2.3 A separate Conditioning charge may apply pursuant to Section 9.22.2.1.5 above.

9.22.3.2.4 Any Miscellaneous work performed by Qwest at the request of the CLEC will be billed according to current Qwest federal

access tariff, and CLEC agrees to pay such charges.

9.22.3.2.5 A separate cost-based charge for Conversions of existing line sharing arrangements pursuant to section 9.22.1.1.1.3 may apply. If the Parties cannot mutually agree upon such charge, Qwest shall apply a conversion charge on an ICB basis, and COVAD agrees to pay such charges.

9.22.3.3 Nonrecurring Rates for Maintenance and Repair.

9.22.3.3.1 Trouble Isolation Charge – A nonrecurring charge for trouble isolation shall be applied in accordance with Qwest’s current federal access tariff.

9.22.3.3.2 Additional Testing – CLEC may request Qwest to perform additional testing, and Qwest may decide to perform the requested testing on a case-by-case basis. A nonrecurring charge will apply in accordance with Qwest’s current federal access tariff.

9.22.4 Ordering Process

9.22.4.1 The ordering process for Commercial Shared Loops shall be pursuant to the process stated in Qwest Product Catalog (“PCAT”). In the event there is a conflict between the Qwest PCAT and the Interim Line-sharing Agreement dated April 20, 2000, as amended (“the Interim Agreement”), the terms and conditions of the Interim Agreement shall prevail.

9.22.5 Repair and Maintenance

9.22.5.1 The repair and maintenance process for Commercial Shared Loops shall be pursuant to the process stated in the Qwest PCAT. In the event there is a conflict between the Qwest PCAT and the Interim Agreement, the terms and conditions of the Interim Agreement shall prevail.

9.22.6 Intervals

9.22.6.1 The intervals for the provisioning and repair of Commercial Shared Loops ordered under this Amendment shall be pursuant to the applicable process stated in the Interconnection Agreement, as amended, subject to the provisions of section 9.22.2.1.2 of this Amendment.