

AMENDMENT NO. 4

to the

INTERCONNECTION AGREEMENT

between

VERIZON NORTHWEST INC.

and

COVAD COMMUNICATIONS COMPANY

This Amendment No. 4 (the "Amendment") is made by and between Verizon Northwest Inc., f/k/a GTE Northwest Incorporated ("Verizon"), a Washington corporation with offices at 1800 41st Street, Everett, WA 98201, and Covad Communications Company, a corporation with offices at 110 Rio Robles San Jose, CA 95134-1813 ("Covad"), and, except as otherwise expressly provided herein, shall be deemed effective upon Commission approval pursuant to Section 252 of the Act (the "Amendment Effective Date"). Verizon and Covad are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services in Verizon's service territory in the State of Washington (the "State").

WITNESSETH:

WHEREAS, Verizon and Covad are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated May 4, 1999 (the "Agreement"); and

WHEREAS, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003; and

WHEREAS, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia Circuit (the "D.C. Circuit") issued a decision affirming in part and vacating in part the TRO (the "D.C. Circuit Decision"), which became effective as of June 15, 2004; and

WHEREAS, on August 20, 2004, the FCC released an Order in WC Docket No. 04-313 and CC Docket No. 01-338 (the "Interim Rules Order"), which became effective as of September 13, 2004; and

WHEREAS, on February 4, 2005, the FCC released an Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338 (the "TRRO") setting forth additional rules, which became effective March 11, 2005; and

WHEREAS, on July 8, 2005, the Arbitrator in Washington Utilities and Transportation Commission Docket No. UT-043013 issued Order No. 17 ("Order No. 17") recommending that certain interconnection agreements be amended in accordance with rulings set forth therein; and

WHEREAS, on September 22, 2005, the Washington Utilities and Transportation Commission ("Commission") in Docket No. UT-043013 issued Order No. 18, which affirmed in part and modified in part Order No. 17 ("Order No. 18"); and

WHEREAS, on February 2, 2007, the Commission in Docket No. UT-043013 issued Order No. 19, which approved in part and rejected in part conforming amendment language proposed by parties and required Verizon to file a conforming amendment ("Order No. 19" which, together with Order No. 18 and Order No. 17, as affirmed and modified by Order No. 18, may be referred to collectively herein as the "Arbitration Orders"); and

WHEREAS, in light of the foregoing developments, the Parties, pursuant to Sections 252(a) and (b) of the Act, wish to amend the Agreement in order to comply with the applicable rulings set forth in the Arbitration Orders and to give contractual effect to the provisions set forth herein;

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

1. Amendment to Agreement. The Agreement is amended to include the following provisions and the Pricing Attachment to the TRO Amendment (including Exhibit A) attached hereto, all of which shall apply to and be a part of the Agreement notwithstanding any other provision of the Agreement.
2. General Conditions.
 - 2.1 Except as permitted by the Amended Agreement, the Federal Unbundling Rules, or the Arbitration Orders, Verizon shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements for the service Covad seeks to offer.
 - 2.2 (a) Verizon shall be obligated to provide access to unbundled Network Elements ("UNEs"), combinations of unbundled Network Elements ("Combinations"), or UNEs commingled with wholesale services ("Commingling") to Covad under the terms of this Amendment in accordance with, but only to the extent required by, the Federal Unbundling Rules and the Arbitration Orders, and (b) Verizon may decline to provide access to UNEs, Combinations, or Commingling to Covad under the terms of this Amendment to the extent that provision of access to such UNEs, Combinations, or Commingling is not required by the Federal Unbundling Rules and the Arbitration Orders.
 - 2.3 Restrictions on Covad's Use of UNEs. To the extent Verizon is required to provide a UNE, Combination, or Commingling under this Amendment, Covad may use such UNE, Combination, or Commingling only for those purposes for which Verizon is required by the Federal Unbundling Rules and the Arbitration Orders to provide such UNE, Combination, or Commingling to Covad. By way of example and without limiting the foregoing, Covad may not access a UNE for the exclusive provision of Mobile Wireless Services or Interexchange Services.
 - 2.4 Discontinued Elements. Subject to the transition requirements associated with the TRRO as set forth in Sections 3.4, 3.5, and 3.7 below, Verizon may, cease offering or providing access on an unbundled basis at rates prescribed under Section 251 of the Act to any facility that is or becomes a Discontinued Element, whether as a stand-alone UNE, as part of a Combination, or otherwise. To the extent Verizon has not already ceased providing a particular Discontinued Element to Covad, Verizon, provided it has given at least ninety (90) days written notice of discontinuance of such Discontinued Element, will continue to provide such Discontinued Element under the Amended Agreement only through the effective date of the notice of discontinuance, and not beyond that date. The Parties acknowledge that Verizon, prior to the Amendment Effective Date, has provided Covad with any required notices of discontinuance of certain Discontinued Elements, and that Verizon, to the extent it has not already done so pursuant to a pre-existing or independent right it may have under the Agreement, a

Verizon tariff, or otherwise, may, at any time and without further notice to Covad, cease providing any such Discontinued Elements.

2.4.1 Where Verizon is permitted to cease providing a Discontinued Element pursuant to Section 2.4 above and Covad has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the Discontinued Element and has not separately secured from Verizon an alternative arrangement to replace the Discontinued Element, then Verizon, to the extent it has not already done so prior to execution of this Amendment, may elect to: (a) convert the subject Discontinued Element to an arrangement available under a Verizon access tariff (i.e., month-to-month rate provided under an applicable access tariff, unless Covad is then subscribed to an applicable special access term/volume plan or other special access tariff arrangement, pursuant to which Covad would be entitled to a different rate), a resale arrangement, or other analogous arrangement that Verizon shall identify or has identified in writing to Covad, or (b) in lieu of such a conversion, reprice the subject Discontinued Element by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge) to be equivalent to an arrangement available under a Verizon access tariff (i.e., month-to-month rate provided under an applicable access tariff, unless Covad is then subscribed to an applicable special access term/volume plan or other special access tariff arrangement, pursuant to which Covad would be entitled to a different rate), a resale arrangement, or other analogous arrangement that Verizon shall identify or has identified in writing to Covad; provided, however, that Verizon may disconnect the subject Discontinued Element (or the replacement service to which the Discontinued Element has been converted) if Covad fails to pay when due any applicable new rate or surcharge billed by Verizon.

2.5 Pre-Existing Discontinuance Rights. Verizon's rights as to discontinuance of Discontinued Elements pursuant to this Amendment are in addition to, and not in limitation of, any rights Verizon may have under the Agreement as to discontinuance of Discontinued Elements, and nothing contained herein shall be construed to prohibit, limit, or delay Verizon's past or future exercise of any pre-existing right it may have under the Agreement to cease providing unbundled access to elements and facilities that are or become Discontinued Elements.

2.6 Limitation With Respect to Replacement Arrangements. Certain provisions of this Amendment refer to Verizon's provision of a facility, service, or arrangement to replace Discontinued Elements. Any reference in this Amendment to Verizon's provision of a facility, service, or arrangement that Verizon is not required to provide under the Federal Unbundling Rules is solely for the convenience of the Parties and shall not be construed as consent of either Party that the rates, terms or conditions upon which Verizon shall provide such facilities, services, or arrangements are subject to any requirements of 47 U.S.C. § 252.

2.7 For the avoidance of any doubt, Verizon shall not be required to offer or provide unbundled access to any packet switch or packet switching, whether as a stand-alone facility, as part of a combination, or otherwise.

2.8 Any reference in this Amendment to Order Nos. 17, 18, or 19, or the "Arbitration Orders" shall be construed not to impose on Verizon, pursuant to state law or otherwise, any requirement to provide unbundled access to a facility that the FCC determines or has determined is not subject to unbundling under 47 U.S.C. § 251(c)(3).

3. Verizon's Provision of Certain Network Elements and Related Services.

3.1 FTTH and FTTC Loops.

3.1.1 New Builds. Covad shall not be entitled to obtain access to an FTTH or FTTC Loop on an unbundled basis when Verizon deploys such a Loop to the customer premises of an end user that has not been served by any Verizon Loop other than an FTTH or FTTC Loop.

3.1.2 Overbuilds. Verizon is not required to provide nondiscriminatory access to an FTTH or FTTC Loop on an unbundled basis when Verizon has deployed such a loop parallel to, or in replacement of, an existing copper loop facility, except that, in accordance with, but only to the extent required by, the Federal Unbundling Rules and the Arbitration Orders: (a) Verizon must maintain the existing copper loop connected to the particular customer premises after deploying the FTTH or FTTC Loop and provide nondiscriminatory access to that copper loop on an unbundled basis unless Verizon, in its sole discretion, retires the copper loop pursuant to paragraph 47 C.F.R. § 51.319(a)(3)(iv); (b) if Verizon maintains the existing copper loops pursuant to 47 C.F.R. § 51.319(a)(3)(iii)(A), it need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals prior to receiving a request for access pursuant to that paragraph, in which case Verizon shall restore the copper loop to serviceable condition upon request; and (c) if Verizon retires the copper loop pursuant to 47 C.F.R. § 51.319(a)(3)(iv), it shall provide nondiscriminatory access to a 64 kilobits per second TDM transmission path (or an equivalent transmission path using other technologies) capable of voice grade service over the FTTH or FTTC Loop (a "Voice Grade Transmission Path") on an unbundled basis. The rates for a Voice Grade Transmission Path under (c) above shall be the same rates applicable under the Amended Agreement to a DS0 loop to the same customer premises were such a loop available, unless and until such time as different rates for a Voice Grade Transmission Path are established pursuant to the terms set forth in the Pricing Attachment to this Amendment, in which case such different rates shall apply.

3.1.2.1 In retiring a copper Loop or subloop, Verizon shall comply with any effective and lawful requirements that apply to that copper loop or subloop under 47 C.F.R. § 51.319(a)(3)(iv); provided, however, that any such requirements shall not apply to retirement of copper feeder subloop.

3.2 Hybrid Loops.

3.2.1 Packet Switched Features, Functions, and Capabilities. Covad shall not be entitled to obtain access to the packet switched features, functions, or capabilities of any Hybrid Loop on an unbundled basis. Packet switching capability is the routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an end-user customer's copper loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the loops; and the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches. Verizon shall not be required to build any time division multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that do not already have TDM capability.

- 3.2.2 Broadband Services. When Covad seeks access to a Hybrid Loop for the provision of "broadband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, the Federal Unbundling Rules and the Arbitration Orders, Verizon shall provide Covad with nondiscriminatory access under the Amended Agreement to the existing time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (where impairment has been found to exist, which, for the avoidance of any doubt, does not include instances in which Verizon is not required to provide a DS1 Loop under Section 3.4.1 below or is not required to provide a DS3 Loop under Section 3.4.2 below) on an unbundled basis to establish a complete transmission path between the Verizon central office serving an end user and the end user's customer premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.
- 3.2.3 Narrowband Services. When Covad seeks access to a Hybrid Loop for the provision of "narrowband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, the Federal Unbundling Rules and the Arbitration Orders, Verizon shall, in its sole discretion, either: (a) provide nondiscriminatory access, on an unbundled basis, to an entire hybrid loop capable of voice-grade service (*i.e.*, equivalent to DS0 capacity), using existing time division multiplexing technology; or (b) provide nondiscriminatory access to a spare home-run copper loop serving that customer on an unbundled basis.
- 3.2.4 IDLC Hybrid Loops. If Covad requests, in order to provide narrowband services, unbundling of a 2 wire analog or 4 wire analog Loop currently provisioned via Integrated Digital Loop Carrier (over a Hybrid Loop), Verizon shall, as and to the extent required by the Federal Unbundling Rules and the Arbitration Orders, provide Covad unbundled access to a Loop capable of voice-grade service to the end user customer served by the Hybrid Loop.
- 3.2.4.1 Verizon, in its sole discretion will provide Covad with an existing copper Loop or a Loop served by existing Universal Digital Loop Carrier ("UDLC"), where available. Standard recurring and non-recurring Loop charges will apply. In addition, a non-recurring charge will apply whenever a line and station transfer is performed.

3.3 Sub-Loop.

- 3.3.1 Distribution Sub-Loop Facility. In accordance with, but only to the extent required by, the Federal Unbundling Rules and the Arbitration Orders, upon site-specific request, Covad may obtain access to the Distribution Sub-Loop Facility at a technically feasible access point located near a Verizon remote terminal equipment enclosure at the rates and charges provided for Unbundled Sub-Loop Arrangements (or the Distribution Sub-Loop) in the Amended Agreement. It is not technically feasible to access the sub-loop distribution facility if a technician must access the facility by removing a splice case to reach the wiring within the cable.
- 3.3.2 Sub-Loop for Access to Multiunit Premises. Upon request by Covad, Verizon shall provide to Covad access to the Sub-Loop for Multiunit Premises Access in accordance with, but only to the extent required by, the Federal Unbundling Rules and the Arbitration Orders.

3.3.2.1 Inside Wire Subloop. If and at such time as Covad should request unbundled access to Inside Wire Subloop that Verizon is determined to own or control, the Parties shall negotiate the rates, terms, and conditions for such access in accordance with the Federal Unbundling Rules and the Arbitration Orders.

3.3.2.2 Single Point of Interconnection. In accordance with, but only to the extent required by, the Federal Unbundling Rules and the Arbitration Orders, upon request by Covad and provided that the conditions set forth in Subsections 3.3.2.2.1 and 3.3.2.2.2 are satisfied, the Parties shall negotiate in good faith an amendment to the Amended Agreement memorializing the terms, conditions and rates under which Verizon will provide a single point of interconnection at a multiunit premises suitable for use by multiple carriers:

3.3.2.2.1 Verizon has distribution facilities to the multiunit premises, and either owns and controls, or leases and controls, the Inside Wire Subloop at the multiunit premises; and

3.3.2.2.2 Covad certifies that it will place an order for access to an unbundled Sub-Loop network element under the Federal Unbundling Rules via the newly provided single point of interconnection.

3.4 High Capacity Loops.

3.4.1 DS1 Loops. To the extent the Agreement otherwise requires Verizon to provide Covad with unbundled access to DS1 Loops (this section not being intended to create any such obligation in the first instance) the following provisions shall apply notwithstanding any such requirement:

3.4.1.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Sections 3.4.1.2 and 3.6.3 below:

3.4.1.1.1 Verizon shall provide Covad with nondiscriminatory access to a DS1 Loop on an unbundled basis to any building not served by a Wire Center with at least 60,000 Business Lines and at least four Fiber-Based Collocators. Once a Wire Center exceeds both of these thresholds, no future DS1 Loop unbundling will be required in that Wire Center.

3.4.1.1.2 Covad may obtain a maximum of ten unbundled DS1 Loops to any single building in which DS1 Loops are available as unbundled loops.

3.4.1.2 Transition Period For DS-1 Loops.

3.4.1.2.1 For a 12-month period beginning on March 11, 2005, any DS1 Loop UNEs that Covad leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.4.1.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate Covad paid for the loop element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004,

and March 11, 2005, for that loop element. Where Verizon is not required to provide unbundled DS1 Loops pursuant to Section 3.4.1.1, Covad may not obtain new DS1 Loops as unbundled network elements.

3.4.2 DS3 Loops. To the extent the Agreement otherwise requires Verizon to provide Covad with unbundled access to DS3 Loops (this section not being intended to create any such requirement in the first instance) the following provisions shall apply notwithstanding any such requirement:

3.4.2.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Sections 3.4.2.2 and 3.6.3 below:

3.4.2.1.1 Verizon shall provide Covad with nondiscriminatory access to a DS3 Loop on an unbundled basis to any building not served by a Wire Center with at least 38,000 Business Lines and at least four Fiber-Based Collocators. Once a Wire Center exceeds both of these thresholds, no future DS3 Loop unbundling will be required in that Wire Center.

3.4.2.1.2 Covad may obtain a maximum of a single unbundled DS3 Loop to any single building in which DS3 Loops are available as unbundled loops.

3.4.2.2 Transition Period For DS-3 Loops. For a 12-month period beginning on March 11, 2005, any DS3 Loop UNEs that Covad leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.4.2.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate Covad paid for the loop element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that loop element. Where Verizon is not required to provide unbundled DS3 Loops pursuant to Section 3.4.2.1, Covad may not obtain new DS3 Loops as unbundled network elements.

3.4.3 Dark Fiber Loops.

3.4.3.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Section 3.4.3.2 below, Verizon is not required to provide Covad with access to a Dark Fiber Loop on an unbundled basis.

3.4.3.2 Transition Period For Dark Fiber Loops. For an 18-month period beginning on March 11, 2005, any Dark Fiber Loop UNEs that Covad leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.4.3.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate Covad paid for the loop element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that loop element. Covad may not obtain new Dark Fiber Loops as unbundled network elements.

3.5 High Capacity Transport.

- 3.5.1 DS1 Dedicated Transport. To the extent the Agreement otherwise requires Verizon to provide Covad with unbundled access to DS1 Dedicated Transport (this section not being intended to create any such requirement in the first instance) the following provisions shall apply notwithstanding any such requirement:
- 3.5.1.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Sections 3.5.1.2 and 3.6.3 below:
- 3.5.1.1.1 Verizon shall unbundle DS1 Dedicated Transport between any pair of Verizon Wire Centers except where, through application of tier classifications described in Section 3.5.5 below, both Wire Centers defining the Route are Tier 1 Wire Centers. As such, Verizon must unbundle DS1 Dedicated Transport if a Wire Center at either end of a requested Route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center.
- 3.5.1.1.2 Covad may obtain a maximum of ten unbundled DS1 Dedicated Transport circuits on each Route where DS1 Dedicated Transport is available on an unbundled basis.
- 3.5.1.2 Transition Period For DS-1 Dedicated Transport. For a 12-month period beginning on March 11, 2005, any DS1 Dedicated Transport UNE that Covad leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.5.1.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate Covad paid for the dedicated transport element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that dedicated transport element. Where Verizon is not required to provide unbundled DS1 Dedicated Transport pursuant to Section 3.5.1.1 above, Covad may not obtain new DS1 Dedicated Transport as unbundled network elements.
- 3.5.2 DS3 Dedicated Transport. To the extent the Agreement otherwise requires Verizon to provide Covad with unbundled access to DS3 Dedicated Transport (this section not being intended to create any such requirement in the first instance) the following provisions shall apply notwithstanding any such requirement:
- 3.5.2.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Sections 3.5.2.2 and 3.6.3 below:
- 3.5.2.1.1 Verizon shall unbundle DS3 Dedicated Transport between any pair of Verizon Wire Centers except where, through application of tier classifications described in Section 3.5.5 below, both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers. As such, Verizon must unbundle DS3 Dedicated Transport if a Wire Center on either end of a requested Route is a Tier 3 Wire Center.
- 3.5.2.1.2 Covad may obtain a maximum of twelve unbundled DS3 Dedicated Transport circuits on each Route where DS3 Dedicated Transport is available on an unbundled basis.

- 3.5.2.2 Transition Period For Dedicated Transport. For a 12-month period beginning on March 11, 2005, any DS3 Dedicated Transport UNE that Covad leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.5.2.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate Covad paid for the dedicated transport element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that dedicated transport element. Where Verizon is not required to provide unbundled DS3 Dedicated Transport pursuant to Section 3.5.2.1 above, Covad may not obtain new DS3 Dedicated Transport as unbundled network elements.
- 3.5.3 Dark Fiber Transport. To the extent the Agreement otherwise requires Verizon to provide Covad with unbundled access to Dark Fiber Transport (this section not being intended to create any such requirement in the first instance) the following provisions shall apply notwithstanding any such requirement:
- 3.5.3.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in section 3.5.3.2 below, Verizon shall unbundle Dark Fiber Dedicated Transport between any pair of Verizon Wire Centers except where, through application of tier classifications described in Section 3.5.5 below, both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers. As such, Verizon must unbundle Dark Fiber Transport if a Wire Center on either end of a requested Route is a Tier 3 Wire Center.
- 3.5.3.2 Transition Period For Dark Fiber Transport. For an 18-month period beginning on March 11, 2005, any Dark Fiber Transport UNE that Covad leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.5.3.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate Covad paid for the Dark Fiber Transport element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that Dark Fiber Transport element. Where Verizon is not required to provide unbundled Dark Fiber Transport pursuant to Section 3.5.3.1 above, Covad may not obtain new Dark Fiber Transport as unbundled network elements.
- 3.5.4 Verizon is not obligated to provide Covad with unbundled access to Entrance Facilities, and Entrance Facilities are not subject to the transition provisions (including, but not limited to, transition rates) set forth in this Section 3. In accordance with Paragraph 140 of the TRRO and the Arbitration Orders, nothing in this Section nor the FCC's finding of non-impairment with respect to Entrance Facilities alters Covad's right to obtain interconnection facilities pursuant to Section 251(c)(2) of the Act or to obtain access to such facilities at cost based rates.
- 3.5.5 Wire Center Tier Structure. For purposes of this Section 3.5, Verizon's Wire Centers shall be classified into three tiers, defined as follows:
- 3.5.5.1 Tier 1 Wire centers are those Verizon Wire Centers that contain at least four Fiber-Based Collocators, at least 38,000 Business Lines, or both. Tier 1 Wire Centers also are those Verizon tandem switching locations that have no line-side switching facilities, but nevertheless serve as a

point of traffic aggregation accessible by competitive LECs. Once a Wire Center is or has been determined to be a Tier 1 Wire Center, that Wire Center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

3.5.5.2 Tier 2 Wire Centers are those Verizon Wire Centers that are not Tier 1 Wire Centers, but contain at least 3 Fiber-Based Collocators, at least 24,000 Business Lines, or both. Once a Wire Center is or has been determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

3.5.5.3 Tier 3 Wire Centers are those Verizon Wire Centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

3.6 Certification and Dispute Process for High Capacity Loops and Transport

3.6.1 CLEC Certification and Related Provisions.

3.6.1.1 Before requesting unbundled access to a DS1 Loop, a DS3 Loop, DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport, including, but not limited to, any of the foregoing elements that constitute part of a Combination or that Covad seeks to convert from another wholesale service to an unbundled network element (collectively, "TRRO Certification Elements"), Covad must undertake a reasonably diligent inquiry and, based on that inquiry, certify that, to the best of its knowledge, Covad's request is consistent with the requirements of the TRRO and that Covad is entitled to unbundled access to the subject element pursuant to section 251(c)(3) of the Act. Covad's reasonably diligent inquiry must include, at a minimum, consideration of any list of non-impaired Wire Centers that Verizon makes or has made available to Covad by notice and/or by publication on Verizon's wholesale website (the "Wire Center List") and any back-up data that Verizon provides or has provided to Covad under a non-disclosure agreement or that is otherwise in the possession of or reasonably available to Covad.

3.6.1.2 [Intentionally Left Blank]

3.6.1.3 Since Verizon has now modified its electronic ordering system to include a method for Covad to provide the certification required by this section, Covad shall use such method, as updated from time to time in accordance with any Change Management requirements that may apply under the Agreement, to provide such certification.

3.6.2 Provision-then-Dispute Requirements.

3.6.2.1 Upon receiving a request from Covad for unbundled access to a TRRO Certification Element and the certification required by Section 3.6.1 above, and except as provided in Section 3.6.2.3 below, Verizon shall process the request in accordance with any applicable standard intervals. If Verizon wishes to challenge Covad's right to obtain unbundled access to the subject element pursuant to 47 U.S.C. § 251(c)(3), Verizon must provision the subject element as a UNE and then seek resolution of the dispute by the Commission or the FCC.

- 3.6.2.2 If a dispute pursuant to section 3.6.2.1 above is resolved in Verizon's favor, then Covad shall compensate Verizon for the additional charges that would apply if Covad had ordered the subject facility or service on a month-to-month term under Verizon's special access tariff (except as provided in section 3.6.2.2.1 below as to dark fiber).
- 3.6.2.2.1 In the case of Dark Fiber Transport (there being no analogous service under Verizon's access tariffs), the monthly recurring charges that Verizon may charge, and that Covad shall be obligated to pay, for each circuit shall be the charges for the commercial service that Verizon determines to be analogous to the subject Dark Fiber Transport and, unless otherwise required by an effective order of the Commission that is not stayed by a court of competent jurisdiction or agreed in writing by the Parties, Verizon may disconnect the subject dark fiber facility thirty (30) days after the date on which the dispute is resolved in Verizon's favor; provided however that in any case where Covad, within thirty (30) days of the date on which the dispute is resolved in Verizon's favor, submits a valid ASR for a "lit" service to replace the subject Dark Fiber Transport facility and provides Verizon with information (including, but not limited to, circuit identification number(s)) in writing to enable Verizon to identify the Dark Fiber Transport Facility that the "lit" service is intended to replace, Verizon shall continue to provide the Dark Fiber Transport facility at the rates provided for above, but only until fifteen (15) days after the date on which Verizon activates the "lit" service and notifies Covad that it is available for Covad's use.
- 3.6.2.3 Notwithstanding any other provision of the Amended Agreement, Verizon may reject a Covad order for a TRRO Certification Element without first seeking dispute resolution in any case where Covad's order conflicts with a non-impaired Wire Center designation that the Commission or the FCC has ordered or approved.
- 3.6.3 Verizon may revise its Wire Center List to add any new Wire Centers not listed as of the Amendment Effective Date or to upgrade ("upgrade" meaning movement to a higher level of non-impairment (e.g., from Tier 2 to Tier 1)) the non-impairment status of any Wire Center listed as of the Amendment Effective Date upon a Commission or FCC determination that the subject Wire Center's eligibility has changed (an "Eligibility Change Determination"). The following provisions shall apply upon such an Eligibility Change Determination:
- 3.6.3.1 Covad's embedded base of TRRO Certification Elements that are or become Discontinued Elements by operation of any change in non-impairment status indicated in the Wire Center List (the "Newly-Discontinued Embedded Base") shall be treated as Discontinued Elements under Section 3.9.2 below effective as of twelve (12) months after the date of the Eligibility Change Determination (the "Wire Center Update Effective Date"). For the avoidance of any doubt, for purposes of applying Section 3.9.2 in the foregoing circumstances, the Wire Center Update Effective Date shall apply in lieu of the March 11, 2006 and September 11, 2006 dates set forth in Section 3.9.2. During such twelve-month period, the Newly-Discontinued Embedded Base shall be priced at a rate equal to 115% of the rate Covad was obligated to pay

for the subject element as of the date of the Eligibility Change Determination.

3.6.3.2 Verizon, effective immediately upon an Eligibility Change Determination, may reject any new orders that conflict with the Eligibility Change Determination without first seeking dispute resolution. During the period from the date on which Verizon updates the Wire Center List as described in Section 3.6.3 above and the date of an Eligibility Change Determination, any new order Covad may place for a TRRO Certification Element shall be subject to the certification and provision-then-dispute provisions set forth in Sections 3.6.1 and 3.6.2 above.

3.6.3.3 The transition provisions set forth in this Section 3.6.3 shall apply until such time as the Commission or the FCC adopts different transition requirements that apply in cases where Verizon revises its Wire Center List to add any new Wire Centers not listed as of the Amendment Effective Date or to upgrade ("upgrade" meaning movement to a higher level of non-impairment (e.g., from Tier 2 to Tier 1)) the non-impairment status of any Wire Center listed as of the Amendment Effective Date, at which time such different Commission or FCC requirements shall apply for so long as they remain effective.

3.7 Mass Market Switching and Related Elements.

3.7.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Section 3.7.3 below, Verizon is not required to provide Covad with access to Mass Market Switching (which, for purposes of this Amendment, means local circuit switching that, if provided to Covad, would be used for the purpose of serving end-user customers using DS-0 capacity loops, and does not include Four Line Carve Out Switching) on an unbundled basis.

3.7.2 Covad shall migrate its embedded end user customer base off of the Mass Market Switching element to an alternative arrangement no later than March 10, 2006.

3.7.3 Transition Requirements. For a 12-month period beginning on March 11, 2005, Verizon shall provide access to Mass Market Switching on an unbundled basis for Covad to serve its embedded end user customer base. The price for Mass Market Switching in combination with unbundled DS0 capacity loops and Shared Transport obtained pursuant to this section shall be priced at transitional rates which shall be the higher of (a) the rate at which Covad obtained that combination of network elements on June 15, 2004 plus one dollar, or (b) the rate the Commission establishes or has established, if any, between June 16, 2004, and the effective date of the TRRO, for that combination of network elements, plus one dollar. Covad may not obtain new Mass Market Switching as an unbundled network element on or after March 11, 2005.

3.7.3.1 For purposes of Section 3.7.3 above, serving the Covad's embedded end user customer base means serving Covad's end user customers using a Mass Market Switching arrangement that was in service for that end user customer as of March 11, 2005, and:

3.7.3.1.1 includes performing repairs or maintenance of, or adding or changing features to, that end-user customer's existing arrangement;

3.7.3.1.2 does not include adding new Mass Market Switching arrangements, adding new lines to existing arrangements, or serving the embedded end user customer at a location different from the location at which that customer was served using the subject Mass Market Switching arrangement as of March 11, 2005.

3.7.4 As set forth in 47 C.F.R. § 51.319(d)(4), Verizon shall provide Covad with non-discriminatory access to signaling, call-related databases and shared transport facilities on an unbundled basis in accordance with Section 251(c)(3) and 47 C.F.R Part 51, to the extent that Mass Market Switching is required to be made available pursuant to this Section 3.7, but only in connection with Verizon's provision of such Mass Market Switching.

3.8 Payment of Transition Charges. To the extent Covad, by operation of the existing terms of the Agreement and the TRRO, was not already required to pay the transitional rate increases described in Section 3 of this Amendment, and without limiting any such existing terms, the following provisions shall apply:

3.8.1 Prospective Transition Charges. Covad shall, in accordance with the billing provisions of the Agreement, pay any transition charges described in section 3 of this Amendment that Verizon bills (or has billed) in invoices dated on or after the Amendment Effective Date. If Covad fails to pay such invoices within the period of time required to avoid late payment charges or penalties under the billing provisions of the Agreement, any such late payment charges and penalties shall apply.

3.8.2 Retrospective Transition Charges.

3.8.2.1 Previously-Invoiced Charges. Covad, within thirty (30) days of the Amendment Effective Date, shall pay any transitional charges described in section 3 of this Amendment that Verizon already billed to Covad in invoices dated prior to the Amendment Effective Date and that Covad has not already paid. Verizon may not charge late payment charges or penalties under billing provisions of the Agreement if Covad pays (or has paid) by the Amendment Effective Date any such invoices dated prior to the Amendment Effective Date.

3.8.2.2 Charges Not Previously Invoiced. Without limiting Covad's obligation to pay Verizon's invoices described in the foregoing provisions of this section 3.8, Verizon may, but shall not be required to, use a true up to recover from Covad any transitional rate increases described in section 3 of this Amendment that Covad has incurred but for which Verizon has not already billed to Covad. Verizon may not charge late payments or penalties if Covad pays Verizon's true up bill within the period of time required to avoid late payments or penalties under the billing provisions of the Agreement.

3.9 Discontinuance of TRRO Embedded Base at the Close of Transition Period.

3.9.1 If Covad wished to replace Covad's embedded base, if any, of Discontinued Elements that are subject to the transition periods set forth in this Section 3 with alternative services that were available from Verizon under a separate arrangement (e.g., a separate agreement at market-based rates, arrangement

under a Verizon access tariff, or resale), Covad must have ordered such alternative services to become effective no later than March 10, 2006 (or, in the case of dark fiber, by September 10, 2006).

3.9.1.1 Repricing Pending Actual Conversion or Migration. If Covad placed a timely order pursuant to Section 3.9.1 and Verizon did not complete the conversion or migration requested by Covad as of the date requested by Covad (such requested date being no later than the date required under Section 3.9.1), then Verizon, in its sole discretion and to the extent it has not already done so, may reprice the subject Discontinued Element effective as of that date by application of the rate(s) that apply to the available replacement service requested by Covad until such time as Verizon completes or has completed the actual conversion or migration to that available replacement service. Because the repricing described in this Section 3.9.1.1 may inherently involve (or may have involved), on a temporary basis, the application of rates to a facility or service provisioned through a format for which Verizon's systems are not designed to apply such rates, Verizon, in its sole discretion, may effectuate (or have effectuated) such repricing by application of a surcharge.

3.9.2 Failure of Covad to Request Disconnection or Replacement Service by the Required Date. If Covad did not request disconnection of the subject Discontinued Element and did not submit a timely order for a replacement service in accordance with Section 3.9.1 above by the date required in that section, then Verizon, to the extent it has not already done so, may, in its sole discretion, either: (a) disconnect the subject Discontinued Element on or at any time after March 11, 2006 (or, in the case of dark fiber, on or at any time after September 11, 2006), provided that Verizon has notified Covad in writing at least thirty (30) days in advance of the disconnection date, or (b) without further notice to Covad, convert or migrate the subject Discontinued Element to an analogous access (month-to-month term), resale, or commercial arrangement that Verizon shall identify (or has identified) in writing to Covad, and the rates, terms, and conditions of such arrangement shall apply and be binding upon Covad as of March 11, 2006 (or, in the case of dark fiber, September 11, 2006).

3.9.2.1 Repricing Pending Actual Conversion or Migration. If Verizon was unable to complete the conversion or migration described in Section 3.9.2 by the applicable date set forth therein, then Verizon, to the extent it has not already done so, may, but shall not be required to, reprice the subject Discontinued Element, effective as of March 11, 2006 (or in the case of dark fiber, September 11, 2006), by application of the rate(s) that apply to the analogous access, resale, or commercial arrangement until such time as Verizon completes (or has completed) the actual conversion or migration described in Section 3.9.2. Because such repricing may inherently involve (or may have involved), on a temporary basis, the application of rates to a facility or service provisioned through a format for which Verizon's systems are not designed to apply such rates, Verizon, in its sole discretion and to the extent it has not already done so, may effectuate such repricing by application of a surcharge.

3.9.3 Except as provided for in a Verizon tariff or as otherwise agreed by the Parties (including, but not limited to, in the Agreement), Verizon shall not charge Covad any fees for records-only changes (i.e., changes that do not require Verizon to perform any physical installation, disconnection, or similar activities) that are necessary to convert circuits that are already in service, or any fees for

disconnection of a Discontinued Element other than the disconnection charge set forth in the Pricing Attachment to this Amendment.

3.10 Line Sharing. Notwithstanding any other provision of the Amended Agreement (but subject to the conditions set forth in Section 2 above), Verizon shall provide access to Line Sharing in accordance with, but only to the extent required by, 47 C.F.R. § 51.319(a)(1)(i) and the Arbitration Orders. For the avoidance of any doubt, the FCC's transition rules set forth in 47 C.F.R. § 51.319(a)(1)(i) became effective independently of this Amendment prior to the Amendment Effective Date, and this Section 3.10 is only intended to memorialize such rules for the convenience of the Parties.

3.10A Line Splitting

3.10A.1 Subject to the conditions set forth in Section 2 above, Verizon shall provision Line Splitting arrangements under the Amended Agreement in accordance with, but only to the extent required by, the Federal Unbundling Rules and the Arbitration Orders. Verizon shall enable Covad to engage in Line Splitting using a Covad-provided splitter collocated at the central office. Verizon's standard rates and provisioning processes shall apply. Any Line Splitting between Covad and another CLEC shall be accomplished by prior negotiated arrangement between Covad and the other CLEC. Covad shall give Verizon written notice of this arrangement through the Verizon Wholesale Local Service Customer Profile Form on the Verizon Wholesale Website or another electronic notice mechanism that will be provided by Verizon, at least thirty (30) days prior to placing an order for a Line Splitting arrangement with such other CLEC.

3.10A.2 Except as noted in Section 3.10A.3, the provider of voice services in a line splitting arrangement will be billed for all charges associated with the UNEs and other Verizon services and facilities used in conjunction with the line splitting arrangement, regardless of which CLEC in the Line Splitting arrangement orders the UNEs or other Verizon services or facilities. These charges include, but are not limited to, applicable non-recurring charges and monthly recurring charges related to such Line Splitting arrangement, including but not limited to UNE loop, any switching and relate services obtained from Verizon under a separate agreement, testing, pre-qualification, OSS, line conditioning, CLEC account establishment and misdirected trouble charges.

3.10A.3 In order to facilitate Covad's engaging in Line Splitting pursuant to this section, Covad may order for use in a Line Splitting arrangement those UNEs, Collocation arrangements, services, facilities, equipment and arrangements, appropriate for Line Splitting, that are offered to Covad by Verizon under other provisions of the Amended Agreement. Such UNEs, Collocation arrangements, services, facilities, equipment and arrangements, will be provided to Covad in accordance with, and subject to, the rates and charges and other provisions of the Amended Agreement and Verizon's applicable tariffs.

3.10B Line Conditioning. Subject to the conditions set forth in Section 2 above, and in accordance with, but only to the extent required by, the Federal Unbundling Rules and the Arbitration Orders, Verizon shall condition a copper Loop at the request of Covad when Covad seeks access to a copper Loop or copper Sub-Loop that Verizon is required to provide to Covad on an unbundled basis under the Amended Agreement, to ensure that the copper Loop or copper Sub-Loop is suitable for providing xDSL services, whether or not Verizon offers advanced services to the end-user customer on that

copper Loop or copper Sub-Loop. If Verizon seeks compensation from Covad for line conditioning, Covad has the option of refusing, in whole or in part, to have the line conditioned; and Covad's refusal of some or all aspects of line conditioning will not diminish any right it may have, under this Section 3.10B, to access the copper Loop or the copper Sub-Loop. Verizon's standard provisioning processes for line conditioning shall apply.

3.10B.1 Line conditioning is defined as the removal from a copper Loop or copper Sub-Loop of any device that could diminish the capability of the Loop or Sub-Loop to deliver high-speed switched wireline telecommunications capability, including DSL service. Such devices include, but are not limited to, bridge taps, load coils, low pass filters, and range extenders.

3.10B.2 Verizon shall recover the costs of line conditioning from Covad at rates provided for in the Pricing Attachment to this Amendment.

3.10B.3 Insofar as it is technically feasible, Verizon shall test and report troubles for all the features, functions, and capabilities of conditioned copper Loops, and may not restrict its testing to voice transmission only.

3.10C Subject to the conditions set forth in Section 2 above, Verizon, in accordance with, but only to the extent required by, the Federal Unbundling Rules and the Arbitration Orders, shall provide, on a nondiscriminatory basis, existing, in-place physical loop test access points to Covad at the splitter, through a cross-connection to Covad's collocation space, or through a standardized interface, such as intermediate distribution frame or a test access server, for the purpose of testing, maintaining, and repairing copper loops and copper subloops. Verizon's standard rates (or, in the absence of a standard rate, a negotiated rate) and provisioning processes shall apply.

3.11 Commingling and Combinations.

3.11.1 Subject to and without limiting the conditions set forth in Section 2 above and in Section 3.11.2 below:

3.11.1.1 Verizon will not prohibit the commingling of an unbundled Network Element or a combination of unbundled Network Elements obtained under the Amended Agreement pursuant to the Federal Unbundling Rules, with Wholesale Services obtained from Verizon under a Verizon access tariff or separate non-251 agreement ("Wholesale Services"), but only to the extent and so long as commingling and provision of such Network Element (or combination of Network Elements) is required by the Federal Unbundling Rules. Moreover, to the extent and so long as required by the Federal Unbundling Rules, Verizon shall, upon request of Covad, perform the functions necessary to commingle or combine UNEs with Wholesale Services. The rates, terms and conditions of the applicable access tariff or separate non-251 agreement will apply to the Wholesale Services, and the rates, terms and conditions of the Amended Agreement will apply to the UNEs.

3.11.1.2 Ratcheting, i.e., a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate, shall not be required. UNEs that are commingled with Wholesale Services are not included in the shared use provisions of the applicable tariff, and are therefore not eligible for adjustment of charges under such provisions.

3.11.1.3 Limitations on Section 3.11.

Section 3.11 is intended only to address the Parties' rights and obligations as to combining and/or commingling of UNEs that Verizon is already required to provide to Covad under the Amended Agreement, 47 U.S.C. § 251(c)(3), and 47 C.F.R. Part 51. Nothing contained in Section 3.11.1 shall be deemed to limit any right of Verizon under the Amended Agreement to cease providing a facility that is or becomes a Discontinued Element.

3.11.2 Service Eligibility Criteria for Certain Combinations and Commingled Facilities and Services. Subject to the conditions set forth in Sections 2 and 3.11.1 above:

3.11.2.1 Verizon shall not be obligated to provide:

- 3.11.2.1.1 an unbundled DS1 Loop in combination with unbundled DS1 or DS3 Dedicated Transport, or commingled with DS1 or DS3 access services;
- 3.11.2.1.2 an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or commingled with DS3 access services;
- 3.11.2.1.3 unbundled DS1 Dedicated Transport commingled with DS1 channel termination access service;
- 3.11.2.1.4 unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service; or
- 3.11.2.1.5 unbundled DS3 Dedicated Transport commingled with DS3 channel termination service,

(individually and collectively "High Capacity EELs") except to the extent Verizon is required by 47 C.F.R. § 51.318 to do so, and not unless and until Covad certifies in writing (i.e., ASR or LSR) to Verizon that each combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL satisfies each of the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. Covad must remain in compliance with said service eligibility criteria for so long as Covad continues to receive the aforementioned combined or commingled facilities and/or services from Verizon. The service eligibility criteria shall be applied to each combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL. If any combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL is, becomes, or is subsequently determined to be, noncompliant, the noncompliant High Capacity EEL circuit will be treated as described in Section 3.11.2.2 below. The foregoing shall apply whether the High Capacity EEL circuits in question are being provisioned to establish a new circuit or to convert an existing wholesale service, or any part thereof, to unbundled network elements. For existing High Capacity EEL circuits, Covad must re-certify in writing (i.e., letter or, as applicable, ASR or LSR) for each DS1 circuit or DS1 equivalent within thirty (30) days of the Amendment Effective Date. Any existing High Capacity EEL circuits

that Covad leased from Verizon as of the Amendment Effective Date that Covad fails to re-certify as required by Paragraph 3.11.2.1 by the end of such 30-day period shall be treated as a non-compliant circuit as described under Section 3.11.2.2 effective as of the Amendment Effective Date.

- 3.11.2.2 Without limiting any other right Verizon may have to cease providing circuits that are or become Discontinued Elements, if a High Capacity EEL circuit is or becomes noncompliant as described in this Section 3.11, and Covad has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the noncompliant facility and has not separately secured from Verizon an alternative arrangement to replace the noncompliant High Capacity EEL circuit, then Verizon, to the extent it has not already done so prior to execution of this Amendment, shall reprice the subject High Capacity EEL circuit (or portion thereof that had been previously billed at UNE rates), effective beginning on the date on which the circuit became non-compliant, by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to an existing rate) so as to be equivalent to an analogous access service (i.e., month-to-month rate provided under an applicable access tariff, unless Covad is then subscribed to an applicable special access term/volume plan or other special access tariff arrangement, pursuant to which CLEC would be entitled to a different rate) or other analogous arrangement that Verizon shall identify in a written notice to Covad.
- 3.11.2.3 [Intentionally Left Blank]
- 3.11.2.4 Charges for records-only changes (i.e., changes that do not require Verizon to perform any physical installation, disconnection, or similar activities) that are necessary for conversions shall be limited to any order processing charges authorized by the Commission and charges included in wholesale and interconnection tariffs.
- 3.11.2.5 All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access.
- 3.11.2.6 Each conversion request will be handled as a project. When submitting an ASR (or, as applicable, LSR) for a circuit for which certification under Section 3.11.2.1 above is required, Covad should follow Verizon's ordering guidelines and provide all specified supporting information on the ASR related to the circuit's eligibility, but at a minimum, Covad must include the certification in the remarks section of the ASR as follows: "Certification: The circuit(s) requested in this ASR meet the eligibility criteria set forth in 47 C.F.R. 51.318(b)(2)." The foregoing certification must be contained in the Remarks section of the ASR unless and until such time as provisions are made to populate other fields on the ASR to capture this certification.
- 3.11.2.7 Verizon shall use commercially reasonable efforts to complete conversions required under this Section 3.11.2 in accordance with the following intervals: (a) where Covad is requesting conversion of only a single circuit, seven (7) business days from the date on which Verizon receives Covad's request (i.e., ASR or, as applicable, LSR), and (b) where Covad is requesting conversion of multiple circuits up

to 100 circuits, fourteen (14) business days from the date on which Verizon receives Covad's request (i.e., ASR or, as applicable, LSR). Different intervals may apply by mutual agreement of the Parties or where reasonably necessary due to systems limitations or spikes in demand. New rates for converted circuits shall be effective upon completion of the conversion and shall be reflected in the next billing cycle after the conversion is complete.

3.11.2.8 When processing a conversion, Verizon shall not physically disconnect, separate, alter, or change the equipment and facilities used to provide the service being converted; provided, however, that Verizon shall contact Covad and obtain Covad's consent for Verizon to perform any such activities that Verizon may determine are necessary to process the conversion.

3.11.2.9 Once per calendar year, Verizon may obtain and pay for an independent auditor to audit Covad's compliance in all material respects with the service eligibility criteria applicable to High Capacity EELs. Any such audit shall be performed in accordance with the standards established by the American Institute for Certified Public Accountants, and may include, at Verizon's discretion, the examination of a sample selected in accordance with the independent auditor's judgment. To the extent the independent auditor's report concludes that Covad failed to comply with the service eligibility criteria, then (without limiting Verizon's rights under Section 3.11.2.2 above) Covad must convert all noncompliant circuits to the appropriate service, true up any difference in payments, and make the correct payments on a going-forward basis. To the extent the independent auditor's report concludes that Covad failed to comply in all material respects with the service eligibility criteria, then Covad must reimburse Verizon for the cost of the independent auditor within thirty (30) days after receiving a statement of such costs from Verizon. Should the independent auditor confirm Covad's compliance with the service eligibility criteria in all material respects, then Covad shall provide to the independent auditor for its verification a statement of Covad's reasonable costs of complying with any requests of the independent auditor, and Verizon shall, within thirty (30) days of the date on which Covad submits such costs to the auditor, reimburse Covad for its reasonable costs verified by the auditor. Covad shall maintain records adequate to support its compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit for at least eighteen (18) months after the service arrangement in question is terminated.

3.12 Routine Network Modifications.

3.12.1 General Conditions. In accordance with, but only to the extent required by, 47 C.F.R. §§ 51.319(a)(8) and (e)(5) and the Arbitration Orders, and subject to the conditions set forth in Section 2 above:

3.12.1.1 Verizon shall make such routine network modifications as are necessary to permit access by Covad to the Loop, Dedicated Transport, or Dark Fiber Transport facilities available under the Amended Agreement (including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport), where the facility has already been constructed. Verizon shall perform

routine network modifications in a nondiscriminatory fashion without regard to whether the facility being accessed was constructed on behalf of, or in accordance with the specifications of, any carrier. Routine network modifications applicable to Loops or Transport are those modifications that Verizon regularly undertakes for its own customers and may include, but are not limited to: rearranging or splicing of in-place cable; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; and deploying bucket trucks to reach aerial cable. Routine network modifications applicable to Dark Fiber Transport are those modifications that Verizon regularly undertakes for its own customers and may include, but are not limited to, splicing of in-place dark fiber; accessing manholes; deploying bucket trucks to reach aerial cable; and routine activities, if any, needed to enable Covad to light a Dark Fiber Transport facility that it has obtained from Verizon under the Amended Agreement. Routine network modifications do not include the construction of a new Loop or new Transport facilities, trenching, the pulling of cable, the installation of new aerial, buried, or underground cable for a requesting telecommunications carrier, or the placement of new cable. Verizon shall not be required to build any time division multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that do not already have TDM capability.

3.12.2 Nothing contained in this Section 3.12 shall be deemed to require Verizon to provide on an unbundled basis any facility that the Amended Agreement does not otherwise require Verizon to provide on an unbundled basis.

4. Miscellaneous Provisions.

- 4.1 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 4.1.
- 4.2 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.
- 4.3 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.
- 4.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly herein. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement". Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement.

- 4.5 Reservation of Rights. Notwithstanding any contrary provision in the Amended Agreement, or any Verizon tariff, nothing contained in the Amended Agreement, or any Verizon tariff shall limit either Party'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 either Party's rights or obligations under the Amended Agreement, any Verizon tariff, or Applicable Law.
- 4.6 Joint Work Product. This Amendment is a joint work product, and any ambiguities in this Amendment shall not be construed by operation of law against either Party.
- 4.7 Definitions. Notwithstanding any other provision in the Agreement or any Verizon tariff, the following terms, as used in the Amended Agreement, shall have the meanings set forth below:
- 4.7.1 Affiliate. For the purposes of this Amendment only, the term Affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in Title 47 of the Code of Federal Regulations.
- 4.7.2 Business Line. As set forth in 47 C.F.R. § 51.5, a "Business Line" is a Verizon-owned switched access line used to serve a business customer, whether by Verizon itself or by a competitive LEC that leases the line from Verizon. The number of business lines in a Wire Center shall equal the sum of all Verizon business switched access lines, plus the sum of all UNE loops connected to that Wire Center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with Verizon end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines".
- 4.7.3 Call-Related Databases. Databases, other than operations support systems, that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a telecommunications service. Call-related databases include, but are not limited to, the calling name database, 911 database, E911 database, line information database, toll free calling database, advanced intelligent network databases, and downstream number portability databases.
- 4.7.4 Commingling. Shall have the meaning as defined in 47 C.F.R. § 51.5. "Commingling" means the act of Commingling.
- 4.7.5 Conversion. "Conversion" means all procedures, processes and functions that Verizon and Covad must follow to Convert any Verizon facility or service other than an unbundled network element (e.g., special access services) or group of Verizon facilities or services to the equivalent UNEs or UNE Combinations, or the reverse. Convert means the act of Conversion.
- 4.7.6 Dark Fiber Loop. Consists of fiber optic strand(s) in a Verizon fiber optic cable between Verizon's accessible terminal, such as the fiber distribution frame, or its functional equivalent, located within a Verizon wire center, and Verizon's accessible terminal located in Verizon's main termination point at an end user

customer premises, such as a fiber patch panel, and that Verizon has not activated through connection to electronics that "light" it and render it capable of carrying telecommunications services.

- 4.7.7 Dark Fiber Transport. An optical transmission facility within a LATA, that otherwise meets the definition of Dedicated Transport but which Verizon has not activated by attaching multiplexing, aggregation or other electronics.
- 4.7.8 Dedicated Transport. Dedicated Transport includes Verizon transmission facilities between Verizon Wire Centers or switches (including Verizon switches with line-side functionality that terminate loops and are "reverse collocated" in non-Verizon collocation hotels), or between Verizon Wire Centers or switches and switches owned by requesting telecommunications carriers, including DS-1, DS3, and OCn-capacity level services as well as dark fiber, dedicated to a particular customer or carrier.
- 4.7.9 Discontinued Element. Discontinued Elements are the following, whether as stand-alone elements; or combined or commingled with other elements: (a) any Entrance Facility ("lit or unlit"), subject to Section 3.5.4 above; (b) local circuit switching that, if provided to Covad would be used for the purpose of serving Covad's customers using DS1 or above capacity Loops; (c) Mass Market Switching (subject to the transition provisions set forth herein for Covad's embedded end user customer base, if any, as of March 11, 2005); (d) Four-Line Carve Out Switching; (e) OCn Loops and OCn Dedicated Transport; (f) subject to Sections 3.4.1, 3.4.2, and 3.6 above, DS1 Loops or DS3 Loops out of any Wire Center that meets the FCC's non-impairment criteria addressed in section 3.4 of this Amendment; (g) Dark Fiber Loops (subject to the transition provisions set forth herein for Covad's embedded base of Dark Fiber Loops, if any, as of March 11, 2005); (h) subject to Sections 3.4.1 and 3.4.2 above, any DS1 Loop or DS3 Loop that exceeds the maximum number of such Loops that Verizon is required to provide to Covad on an unbundled basis under section 3 of this Amendment; (i) subject to Sections 3.5.1, 3.5.2, and 3.6 above, DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport on any Route that meets the FCC's non-impairment criteria addressed in section 3.5 of this Amendment; (j) subject to Sections 3.5.1 and 3.5.2 above, any DS1 Dedicated Transport circuit or DS3 Dedicated Transport circuit that exceeds the number of such circuits that Verizon is required to provide to Covad on an unbundled basis under section 3 of this Amendment; (k) the Feeder portion of a Loop (as a sub-loop element; provided, however, that this definition is not intended to affect any right Covad may have to obtain unbundled access to an entire Loop that includes Feeder); (l) Line Sharing, subject to the TRO transition period addressed herein; (m) any Call-Related Database, other than the 911 and E911 databases (subject to the transition requirements set forth herein as to any Call-Related Databases used in connection with Mass Market Switching for Covad's embedded end user customer base for such switching, if any, as of March 11, 2005); (n) Signaling (subject to the transition requirements set forth herein as to any Signaling used in connection with Mass Market Switching for Covad's embedded end user customer base for such switching, if any, as of March 11, 2005); (o) Shared Transport (subject to the transition requirements set forth herein as to any Shared Transport used in connection with Mass Market Switching for Covad's embedded end user customer base for such switching, if any, as of March 11, 2005); (p) FTTH Loops (lit or unlit), subject to Section 3.1.2 above; (q) FTTC Loops (lit or unlit), subject to Section 3.1.2 above; and (r) Hybrid Loops, subject to Section 3.2 above.

- 4.7.10 Distribution Sub-Loop Facility. The copper portion of a Loop in Verizon's network that is between the minimum point of entry ("MPOE") at an end user customer premises and Verizon's feeder/distribution interface.
- 4.7.11 DS1 Dedicated Transport. Dedicated Transport having a total digital signal speed of 1.544 Mbps.
- 4.7.12 DS3 Dedicated Transport. Dedicated Transport having a total digital signal speed of 44.736 Mbps.
- 4.7.13 DS1 Loop. A digital transmission channel, between the main distribution frame (or its equivalent) in an end user's serving wire center and the demarcation point at the end user customer's premises, suitable for the transport of 1.544 Mbps digital signals. This loop type is more fully described in Verizon TR 72575, as revised from time to time. A DS1 Loop requires the electronics necessary to provide the DS1 transmission rate. DS1 Loops are sometimes also known as DS1 "Links".
- 4.7.14 DS3 Loop. A digital transmission channel, between the main distribution frame (or its equivalent) in an end user's serving wire center and the demarcation point at the end user customer's premises, suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). This Loop type is more fully described in Verizon TR 72575, as revised from time to time. A DS3 Loop requires the electronics necessary to provide the DS3 transmission rate. DS3 Loops are sometimes also known as DS3 "Links".
- 4.7.15 Entrance Facility. A transmission facility (lit or unlit) or service provided between (i) a Verizon Wire Center or switch and (ii) a switch or wire center of Covad or a third party. In accordance with Paragraph 140 of the Triennial Review Order, nothing in this Section nor the FCC's finding of non-impairment with respect to entrance facilities alters Covad's right to obtain interconnection facilities pursuant to Section 251(c)(2) of the Act or to obtain access to such facilities at cost based rates.
- 4.7.16 Feeder. The fiber optic cable (lit or unlit) or metallic portion of a Loop between a serving wire center and a remote terminal or feeder/distribution interface.
- 4.7.17 Federal Unbundling Rules. Any requirement to provide access to unbundled network elements that is imposed upon Verizon by the FCC pursuant to both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.
- 4.7.18 Fiber-Based Collocator. A fiber-based collocator is any carrier, unaffiliated with Verizon, that maintains a collocation arrangement in a Verizon Wire Center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the Wire Center; (2) leaves the Verizon Wire Center premises; and (3) is owned by a party other than Verizon or any Affiliate of Verizon, except as set forth in 47 C.F.R. § 51.5.
- 4.7.19 Four-Line Carve Out Switching. Local circuit switching that, if provided to Covad, would be used for the purpose of serving a Covad end user customer served by four or more DS0 Loops in Density Zone 1 in the top 50 MSAs.
- 4.7.20 FTTH Loop. A fiber-to-the-home loop (or "FTTH Loop") is a local loop consisting entirely of fiber optic cable, whether dark or lit, serving an end user's

customer premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE).

- 4.7.21 FTTC Loop. A fiber-to-the-curb loop (or "FTTC Loop") is a local loop consisting of fiber optic cable connecting to copper distribution plant that is not more than 500 feet from the customer's premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a fiber-to-the-curb loop must connect to copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective customer's premises.
- 4.7.22 Hybrid Loop. A local Loop composed of both fiber optic cable, usually in feeder plant, and copper wire or cable, usually in the distribution plant including such intermediate fiber-to-the-loop architectures as Fiber-to-the-Node and Fiber-to-the Building. FTTH Loops and FTTC Loops are not Hybrid Loops.
- 4.7.23 Inside Wire Subloop. As required by the Arbitration Orders, "Inside Wire Subloop" means all loop plant owned or controlled by Verizon at a multiunit customer premises between the minimum point of entry ("MPOE") and the Demarcation Point of Verizon's network, other than FTTH or FTTC Loop.
- 4.7.24 Interexchange Service. Shall have the meaning as defined by the FCC.
- 4.7.25 Line Conditioning. "Line Conditioning" means the removal from a copper loop or copper Subloop of any device that could diminish the capability of the loop or Subloop to deliver high-speed switched wireline telecommunications capability, including digital subscriber line service. Such devices include, but are not limited to, bridge taps, load coils, low pass filters, and range extenders.
- 4.7.26 Line Sharing. The process by which Covad provides xDSL service over the same copper Loop that Verizon uses to provide voice service by utilizing the frequency range on the copper loop above the range that carries analog circuit-switched voice transmissions (the High Frequency Portion of the Loop, or "HFPL"). The HFPL includes the features, functions, and capabilities of the copper Loop that are used to establish a complete transmission path between Verizon's main distribution frame (or its equivalent) in its serving Wire Center and the demarcation point at the end user's customer premises, and includes the high frequency portion of any inside wire other than FTTH Loop (including Inside Wire Subloop) owned or controlled by Verizon.
- 4.7.27 Line Splitting. The process in which one competitive LEC provides narrowband voice service over the low frequency portion of a copper loop and a second competitive LEC provides digital subscriber line service over the high frequency portion of that same loop.
- 4.7.28 Mobile Wireless Service. As set forth in 47 C.F.R. § 51.5, a mobile wireless service is any mobile wireless telecommunications service, including any commercial mobile radio service.
- 4.7.29 Route. As set forth in 47 C.F.R. § 51.319(e), a "Route" is a transmission path between one of Verizon's Wire Centers or switches and another of Verizon's Wire Centers or switches. A route between two points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") may pass through one or more intermediate Wire Centers or switches (e.g., Wire Center or switch "X").

Transmission paths between identical end points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate Wire Centers or switches, if any.

- 4.7.30 Signaling. Signaling includes, but is not limited to, signaling links and signaling transfer points.
- 4.7.31 Sub-Loop for Multiunit Premises Access. Any portion of a Loop that is technically feasible to access at a terminal in Verizon's outside plant at or near a multiunit premises. It is not technically feasible to access a portion of a Loop at a terminal in Verizon's outside plant at or near a multiunit premises if a technician must access the facility by removing a splice case to reach the wiring within the cable.
- 4.7.32 Wire Center. A Wire Center is the location of a Verizon local switching facility containing one or more central offices, as defined in 47 C.F.R. § 51.5. The Wire Center boundaries define the area in which all customers served by a given Wire Center are located.

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

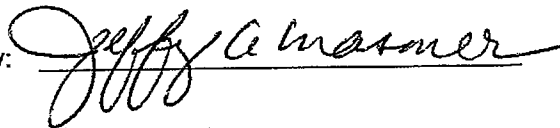
COVAD COMMUNICATIONS COMPANY

VERIZON NORTHWEST INC.

By:



By:



Printed: James Kirkland

Printed: Jeffrey A. Masoner

Title: Executive Vice-President, Strategic Development & General Counsel

Title: Vice President – Interconnection Services

Date:

5/3/07

Date:

5/14/07

Pricing Attachment to the TRO Amendment

1. General

1.1 As used in this Attachment:

1.1.1 "Services" means and includes any Network Element or other service, facility, equipment or arrangement, provided pursuant to this Amendment; and,

1.1.2 "Charges" means the rates, fees, charges and prices for a Service.

1.2 Charges for Services provided under the Amended Agreement shall be those set forth in Exhibit A of this Pricing Attachment and in the Amended Agreement (including any cross references therein to applicable tariffs). The Charges stated in Exhibit A of this Pricing Attachment 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.

1.3 If Section 1.2 does not provide for a Charge(s) for a Service and the Commission or the FCC approves or has approved or otherwise allows or has allowed a Charge(s) to go into effect (including, but not limited to, pursuant to a tariff that has been filed with the Commission or the FCC) (an "Established Charge(s)"), then the Established Charge(s) shall be the Charge(s) for Services provided under the Amendment Agreement as if set forth in Exhibit A hereto, provided such Established Charge(s) are not subject to a stay issued by any court of competent jurisdiction. Established Charges shall be effective automatically without further amendment of the Amended Agreement. Established Charges shall not be retroactive absent a Commission or FCC decision to the contrary.

1.4 For the avoidance of any doubt, Charges for Services that Verizon is required to provide under this Amendment shall apply as set forth in Sections 1.2 and 1.3 of this Pricing Attachment regardless of whether the text of the Amendment specifically states that a Charge applies for a particular Service.

EXHIBIT A¹

WA NETWORK MODIFICATION - RATE ELEMENT	NON-RECURRING CHARGES
REMOVAL OF LOAD COILS - Initial - > 12K ft.	\$ 391.68*
REMOVAL OF LOAD COILS- Subsequent - > 12K ft.	\$ 391.68*
REMOVAL OF BRIDGED TAPS - One Occurrence - > 12K ft.	\$ 194.38*
REMOVAL OF BRIDGED TAPS- Multi-Occurrence - > 12K ft.	\$ 391.68*
REMOVAL OF BRIDGED TAP (One Occurrence) & LOAD COILS - > 12K ft.	\$ 506.77*
REMOVAL OF BRIDGED TAPS (Multi-Occurrence) & LOAD COILS - > 12K ft.	\$ 704.08*
Disconnection Charges	Per Verizon WUTC Tariff WN-U21
Other charges shall apply as provided for in Section 1 of the Pricing Attachment to this Amendment, including, but not limited to, charges set forth in Verizon WUTC Tariff WN-U21	

¹ This Exhibit may contain rates and charges for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Amended Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates and/or charges (and/or references) and, for the avoidance of any doubt, nothing in this Exhibit shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Amended Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Amended Agreement.

* Washington State approved rates per approved tariff WN U-21, Section 5.