JOINT REPLY DECLARATION OF PAUL A. LACOUTURE AND VIRGINIA P. RUESTERHOLZ

ATTACHMENT B

July 6, 1999

«MR_MS» «FIRST» «LAST_NAME»
«TITLE»
«IC_COMPANY»
«ADDRESS»
«CITY», «STATE» «ZIP»

Dear «MR_MS» «LAST_NAME»:

This letter is to provide notification of a jeopardy condition regarding the severe limitation on the availability of 64 clear channel ("64CC") trunking from the Bell Atlantic- Massachusetts ("BA-MA") 4ESS tandem (CMBRMA0118T) located at 250 Bent Street, Cambridge, Massachusetts. This tandem has reached its ultimate capacity for 64CC terminations. Since this switch physically cannot be grown any further, until further notice, all Cambridge Tandem trunking growth for all carriers including BA-MA can only be provided using 56Kbps capable trunking equipment. New carrier customers initially connecting to the Cambridge Tandem and existing carrier customers without any 64CC trunking will be allowed a maximum of 24 (1 DS1) 64CC trunks if traffic demands require it. BA-MA is hopeful that its plans to relieve this tandem will be in place prior to any of its carrier customers experiencing an overflow situation involving 64CC traffic. Nonetheless, in the event that there is blockage involving 64CC traffic, BA-MA will work with the affected carrier to attempt to resolve the blockage.

BA-MA is hopeful that through judicious use of its network's routing capabilities, blockage can be avoided. BA-MA's network has the capability of identifying which calls actually require 64CC capability. To avoid routing calls that do not require 64CC capability on 64CC trunks, calls will be routed as follows:

- 64CC calls will of course be routed to a 64CC trunk group.
- Non-64CC calls will be routed first to a 56Kbps trunk group with overflow to the 64CC group. (The 56Kbps trunk group will either be existing or will be built as trunk augments are required.)

This 64CC capacity limitation will remain in effect until the Cambridge 4ESS can be deloaded to the new Newton 5ESS. Since the Newton switch is initially scheduled to come on line in September, 1999, the actual deloading of traffic from Cambridge to Newton will not be completed until the late fall or early winter. While the exact date is uncertain at this time, 64CC relief is expected to be available in late 1999 or early 2000 based on the deloading effort discussed above.

By implementing the 64CC conservation plan described herein, BA-MA is optimistic that it will continue to be able to serve all calls that actually require 64CC capability. For further questions, please contact your Bell Atlantic account manager.

Sincerely,

C

US OFFICE PRODUCTS

JOINT REPLY DECLARATION OF PAUL A. LACOUTURE AND VIRGINIA P. RUESTERHOLZ

ATTACHMENT C

Bell Atlantic Network Services, Inc.
2980 Fairview Park Drive, 11th Floor
Falls Church, VA 22042
703 974-8000 Pager 1-888-260-5018
Fax 703 876-9144

W. Davis Douglas, III
Group Vice President
Complex Services

September 17, 1999

Mr. David Ackerman
Executive Vice President
WinStar Communications, Inc.
2545 Horse Pen Rd.
4th Floor
Herndon, Va. 20171

David,

This is a follow-up to your meeting and discussion with Ed Sproat about the outage in Boston. Below is a brief chronology of events and the corrective steps we have taken.

On Wednesday, 9-1-99, Bell Atlantic received a trouble report, from a customer served out of the BowdoinDS2 end office, "unable to complete to" 617-583-4100. The Network Operations Center was requested to try the call from their Bowdoin FX line and the call failed. Software provisioning was asked to check the routing of the call and found that the Local Routing Number was set up for 7 digit dialing and should have been 10 digit, this was corrected. In addition, the Network Operations Center technician noticed that a packet for WinStar was dated for 9-1-99. Software Provisioning called the Network Element Control Center and asked them to verify the trunks were in service and flow the packet. Unfortunately, the verification was not done and as a result the calls originating from the Bowdoin end office were routed to a trunk group that was not in service.

On Thursday, 9-2-99, Bell Atlantic received a trouble report from a residential customer that he could not reach 617-314 (WinStar NXX). Investigation into this troubled identified the fact that a packet had been run the previous day which caused this call to fail. The Network Element Control Center and Software Provisioning built a new packet which was applied which corrected the problem.

The Manager in the Network Element Control Center has reviewed the correct process for flowing packets with his entire team to prevent this from occurring in the future and disciplinary action has been taken against the personnel who were responsible for the failure which affected your service.

On behalf of Bell Atlantic, I would like to apologize to WinStar and your customers for any inconvenience this service interruption may have caused.

To insure incidents like this do not happen again, our Network Operations group has put an action plan in place which is summarized in the attached. I will also be forwarding to Kevin Lombardo a complete regional escalation list for use by the appropriate personnel in WinStar.

Bell Atlantic appreciates your business and is committed to service excellence. Please call me if you have any questions or concerns now and in the future.

Dave

cc: Ed Sproat
John Bell
Craig Soloff

September 15, 1999

WinStar Service Improvement

In recent months, WinStar has experienced three service outages in Bell Atlantic's network, two of which are attributable to human error. Service in Washington DC was impacted in June when a technician improperly reseated a circuit pack. More recently, WinStar service in Boston was interrupted for an extended period when a technician applied a defective translations change to a tandem switch. Following is a plan to prevent or eliminate large failures and reduce service outage time.

Bell Atlantic Error Prevention

Bell Atlantic has taken aggressive action when human or procedural errors have been detected. Our "safe time" policy and PAUSE program are designed to protect network integrity. Disciplinary action is also taken, when appropriate, as a means of reminding employees of the importance of maintaining the health of the network.

"Safe Time" policy dictates that our technicians will only work on sensitive equipment between the hours of 11:00 p.m. and 7:00 a.m. This ensures that hands-on work is performed when traffic in the network is at its lowest level.

PAUSE (*Prevent All Unplanned Service Events*) is a program which attempts to ensure that work on switching and transport elements proceeds only when the technician can verify that the necessary technical and procedural skills, processes, and personnel are in place to safely perform the work.

In the instances of the network outages detailed above, we have aggressively reinforced our practices and training. A refresher review of the PAUSE program will be conducted with network forces responsible for maintaining equipment serving WinStar. In both incidents involving human error, the technician was disciplined through suspension. In one instance, the management employee's compensation was appropriately impacted.

Bell Atlantic Network Design

In addition to reducing human errors, Bell Atlantic will review its network serving WinStar to increase reliability:

- Review of facilities serving WinStar locations to ensure SONET is used where possible
- Review facilities serving WinStar to ensure facility diversity wherever feasible
- All OC48 rings serving WinStar will be performance monitored with a bit error threshold of 10^{-9}

Bell Atlantic / WinStar Operating Relationship

We believe that in addition to taking actions to eliminate human and technical errors, it would be beneficial for our network organizations to open a dialogue, identifying network capabilities and requirements, and allowing Bell Atlantic and WinStar to mutually manage the public switched telephone network.

September 15, 1999

Raymond Lindquist, Director - Technical Support: ESAC/Maintenance Engineering/NSAC, will represent Bell Atlantic in establishing the dialogue between our organizations. Ray can be reached on 973-649-6724.

D

US OFFICE PRODUCTS

JOINT REPLY DECLARATION OF PAUL A. LACOUTURE AND VIRGINIA P. RUESTERHOLZ

ATTACHMENT D

SIGNED AMENDMENTS
PROVIDING REMOTE TERMINAL COLLOCATION
THROUGH SEPTEMBER 2000

CLECs	Effective Date
Computer Business Sciences (IG2, Inc).	7/25/00
DSL net Communications d/b/a DSL.NET	6/9/00
Fairpoint Communications, Corp. f/k/a MJD TeleChoice Corp. d/b/a C&E TelAdvantage	7/14/00
Log On America, Inc.	5/25/00
Nextlink	8/22/00

AMENDMENT NO. 3

to the

INTERCONNECTION AGREEMENT

between

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY
d/b/a
BELL ATLANTIC - MASSACHUSETTS

and

DSLNET COMMUNICATIONS, LLC
d/b/a
DSLnet

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

WITNESSETH:

WHEREAS, BA and DSLnet are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated March 1, 1999 (the "Interconnection Agreement");

WHEREAS, the Federal Communications Commission (the "FCC") issued an order on November 5, 1999 in CC Docket No. 96-98 (the "UNE Remand Order"), and issued a supplemental order on November 24, 1999 in the same proceeding, which orders became effective in part as of February 17, 2000 and fully effective as of May 17, 2000; and

WHEREAS, BA is prepared to provide network elements and collocation in accordance with, but only to the extent required by, all effective and unstayed laws, government regulations and orders applicable to such elements and collocation (such laws, regulations and orders, "Applicable Law");

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

1. Amendment to Interconnection Agreement. Effective as of the date first set forth above, the Interconnection Agreement is amended hereby as follows:

(a) Sub-Loop. Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(e) of this Amendment, BA shall provide DSLnet with access to a Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the rates, terms and conditions set forth in BA's DTE No. 17 Tariff, as amended from time to time, that relate to or concern Sub-Loops, and BA shall do so regardless of whether or not such rates, terms and conditions are effective. A "Sub-Loop" means a two-wire or four-wire metallic distribution facility in BA's network between a BA feeder distribution interface (an "FDI") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Notwithstanding anything else set forth in this Amendment or in the Interconnection Agreement, BA shall provide DSLnet with access to a Sub-Loop in accordance with, but only to the extent required by, Applicable Law.

(b) Dark Fiber. Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(e) of this Amendment, BA shall provide DSLnet with access to a Dark Fiber Loop (as such term is hereinafter defined) and to a Dark Fiber IOF (as such term is hereinafter defined) in accordance with, and subject to, the rates, terms and conditions set forth in BA's DTE No. 17 Tariff, as amended from time to time, that relate to or concern Dark Fiber Loops or Dark Fiber IOF, as the case may be, and BA shall do so regardless of whether or not such rates, terms and conditions are effective. A "Dark Fiber Loop" means two continuous fiber optic strands (a pair) located within a BA fiber optic cable sheath between a BA end office and the premises of a Customer (as such term is hereinafter defined) but that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A "Dark Fiber IOF" means two continuous fiber optic strands (a pair) that are located within a fiber optic cable sheath between either (a) two BA central offices or (b) a BA central office and a DSLnet central office, but, in either case, that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. The term "Customer" means a third-party residence or business end-user subscriber to telephone exchange services provided by either of the Parties, *provided, however,* that the term "Customer" does not include a Party. Notwithstanding anything else set forth in this Amendment or in the Interconnection Agreement, BA shall provide DSLnet with access to Dark Fiber Loops and Dark Fiber IOF in accordance with, but only to the extent required by, Applicable Law.

(c) House and Riser. Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(e) of this Amendment, BA shall provide DSLnet with access to a House and Riser Cable (as such term is hereinafter defined) in accordance with, and subject to, the rates, terms and conditions set forth in BA's DTE No. 17 Tariff, as amended from time to time, that relate to or concern House and Riser Cables, and BA shall do so regardless of whether or not such rates, terms and conditions are effective. A "House and Riser Cable" means a two-wire or four-wire metallic distribution facility in BA's network between the minimum point of entry for a building where a premises of a Customer (as such term is hereinafter defined) is located (such a

point, an "MPOE") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Notwithstanding anything else set forth in this Amendment or in the Interconnection Agreement, BA shall provide DSLnet with access to House and Riser Cables in accordance with, but only to the extent required by, Applicable Law.

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

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

(1) Nothing contained in the Interconnection Agreement or this Amendment shall be deemed to constitute an agreement by BA that any item identified in the Interconnection Agreement or this Amendment as a network element is (i) a network element under Applicable Law, or (ii) a network element BA is required by Applicable Law to provide to DSLnet on an unbundled basis. Nothing contained in the Interconnection Agreement or this Amendment shall limit BA's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Massachusetts Department of Telecommunications and Energy, the FCC, any court or any other governmental authority related to, concerning or that may affect BA's obligations under the Interconnection Agreement, this Amendment or Applicable Law.

(2) To the extent that BA is required by a change in Applicable Law to provide a network element on an unbundled basis to DSLnet, the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable tariff of BA (a "BA UNE Tariff"). In the absence of a BA UNE Tariff, to the extent that BA is required by Applicable Law to provide a network element to DSLnet, the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance, and billing) shall be as provided in this Amendment and the Interconnection Agreement, as amended by this Amendment. In the absence of a BA UNE Tariff and if there is a conflict between the terms and provisions of this Amendment or the Interconnection Agreement and Applicable Law governing the provision of a network element, prior to BA's provision of such network element and upon the written request of either Party, the Parties will negotiate in good faith an amendment to the

Interconnection Agreement so that the Interconnection Agreement includes terms, conditions and prices for the network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with such Applicable Law.

(3) BA shall be required to provide a network element on an unbundled basis only where necessary facilities are available.

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

2. Conflict between this Amendment and the Interconnection Agreement. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Interconnection Agreement, this Amendment shall govern, *provided, however,* that the fact that a term or provision appears in this Amendment but not in the Interconnection Agreement, or in the Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Interconnection Agreement shall remain in full force and effect after the date first set forth above.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the date first set forth above.

DSLnet COMMUNICATIONS LLC
d/b/a DSLnet

By: Schula Sofks
for
Printed: Wendy Bluemling
Title: Assistant Vice President

BELL ATLANTIC – MASSACHUSETTS

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

Exhibit A

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

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

between

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY
d/b/a
BELL ATLANTIC – MASSACHUSETTS

and

COMPUTER BUSINESS SCIENCES, INC.
d/b/a
CBS

This Amendment No. 2 this "Amendment") is made this 25th day of July 2000 (the "Effective Date") by and between New England Telephone and Telegraph Company d/b/a Bell Atlantic - Massachusetts, a New York Corporation ("BA"), and Computer Business Sciences, Inc. d/b/a CBS, a Delaware Corporation ("CBS"). (BA and CBS may be referred to individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, BA and CBS are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated August 17, 1999 (the "Interconnection Agreement");

WHEREAS, the Federal Communications Commission (the "FCC") issued an order on November 5, 1999 in CC Docket No. 96-98 (the "UNE Remand Order"), and issued a supplemental order on November 24, 1999 in the same proceeding, which orders became effective in part as of February 17, 2000 and fully effective as of May 17, 2000; and

WHEREAS, BA is prepared to provide network elements and collocation in accordance with, but only to the extent required by, all effective, final and nonappealable laws, government regulations and orders applicable to such elements and collocation (such laws, regulations and orders, "Applicable Law");

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

120 Day UNE Remand Amendment

1. Amendment to Interconnection Agreement. Effective as of the date first set forth above, the Interconnection Agreement is amended hereby as follows:

(a) Sub-Loop. Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(e) of this Amendment, BA shall provide CBS with access to a Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the rates, terms and conditions set forth in BA's DTE No. 17 Tariff, as amended from time to time, that relate to or concern Sub-Loops, and BA shall do so regardless of whether or not such rates, terms and conditions are effective. A "Sub-Loop" means a two-wire or four-wire metallic distribution facility in BA's network between a BA feeder distribution interface (an "FDI") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Notwithstanding anything else set forth in this Amendment or in the Interconnection Agreement, BA shall provide CBS with access to a Sub-Loop in accordance with, but only to the extent required by, Applicable Law.

(b) Dark Fiber. Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(e) of this Amendment, BA shall provide CBS with access to a Dark Fiber Loop (as such term is hereinafter defined) and to a Dark Fiber IOF (as such term is hereinafter defined) in accordance with, and subject to, the rates, terms and conditions set forth in BA's DTE No. 17 Tariff, as amended from time to time, that relate to or concern Dark Fiber Loops or Dark Fiber IOF, as the case may be, and BA shall do so regardless of whether or not such rates, terms and conditions are effective. A "Dark Fiber Loop" means two continuous fiber optic strands (a pair) located within a BA fiber optic cable sheath between a BA end office and the premises of a Customer (as such term is hereinafter defined) but that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A "Dark Fiber IOF" means two continuous fiber optic strands (a pair) that are located within a fiber optic cable sheath between either (a) two BA central offices or (b) a BA central office and a CBS central office, but, in either case, that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. The term "Customer" means a third-party residence or business end-user subscriber to telephone exchange services provided by either of the Parties, *provided, however,* that the term "Customer" does not include a Party. Notwithstanding anything else set forth in this Amendment or in the Interconnection Agreement, BA shall provide CBS with access to Dark Fiber Loops and Dark Fiber IOF in accordance with, but only to the extent required by, Applicable Law.

(c) House and Riser. Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(e) of this Amendment, BA shall provide CBS with access to a House and Riser Cable (as such term is hereinafter defined) in accordance with, and subject to, the rates, terms and conditions set forth in BA's DTE No. 17 Tariff, as amended from time to time, that relate to or concern House and Riser Cables, and BA shall do so regardless of whether or not such rates, terms and conditions are effective. A "House and Riser Cable" means a two-wire or four-wire metallic distribution facility in BA's network

between the minimum point of entry for a building where a premises of a Customer (as such term is hereinafter defined) is located (such a point, an "MPOE") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Notwithstanding anything else set forth in this Amendment or in the Interconnection Agreement, BA shall provide CBS with access to House and Riser Cables in accordance with, but only to the extent required by, Applicable Law.

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

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

(1) Nothing contained in the Interconnection Agreement or this Amendment shall be deemed to constitute an agreement by BA that any item identified in the Interconnection Agreement or this Amendment as a network element is (i) a network element under Applicable Law, or (ii) a network element BA is required by Applicable Law to provide to CBS on an unbundled basis. Nothing contained in the Interconnection Agreement or this Amendment shall limit BA's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Massachusetts Department of Telecommunications and Energy, the FCC, any court or any other governmental authority related to, concerning or that may affect BA's obligations under the Interconnection Agreement, this Amendment or Applicable Law.

(2) To the extent that BA is required by a change in Applicable Law to provide a network element on an unbundled basis to CBS, the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable tariff of BA (a "BA UNE Tariff"). In the absence of a BA UNE Tariff, to the extent that BA is required by Applicable Law to provide a network element to CBS, the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance, and billing) shall be as provided in this Amendment and the Interconnection Agreement, as amended by this Amendment. In the absence of a BA UNE Tariff and if there is a conflict between the terms and

provisions of this Amendment or the Interconnection Agreement and Applicable Law governing the provision of a network element, prior to BA's provision of such network element and upon the written request of either Party, the Parties will negotiate in good faith an amendment to the Interconnection Agreement so that the Interconnection Agreement includes terms, conditions and prices for the network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with such Applicable Law.

(3) BA shall be required to provide a network element on an unbundled basis only where necessary facilities are available.

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

2. Conflict between this Amendment and the Interconnection Agreement. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Interconnection Agreement, this Amendment shall govern, *provided, however,* that the fact that a term or provision appears in this Amendment but not in the Interconnection Agreement, or in the Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Interconnection Agreement shall remain in full force and effect after the date first set forth above.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the date first set forth above.

COMPUTER BUSINESS SCIENCES, INC.	BELL ATLANTIC-MASSACHUSETTS
By:	By:
Printed: Deborah S Arnott	Printed: Jeffrey A. Masoner
Title: V.P Regulatory & Compliance	Title: Vice-President - Interconnection Services Policy & Planning

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

between

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY
d/b/a
BELL ATLANTIC – MASSACHUSETTS
and

LOG ON AMERICA, INC.

This Amendment No. 2 (this "Amendment") is made this 25th day of May 2000 (the "Effective Date") by and between New England Telephone and Telegraph Company d/b/a Bell Atlantic - Massachusetts, a New York corporation ("BA"), and Log On America, Inc., a Delaware corporation ("LOA"). (BA and LOA may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties").

WITNESSETH:

WHEREAS, BA and LOA are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated September 7, 1999 (the "Interconnection Agreement");

WHEREAS, the Federal Communications Commission (the "FCC") issued an order on November 5, 1999 in CC Docket No. 96-98 (the "UNE Remand Order"), and issued a supplemental order on November 24, 1999 in the same proceeding, which orders became effective in part as of February 17, 2000 and fully effective as of May 17, 2000; and

WHEREAS, BA is prepared to provide network elements and collocation in accordance with, but only to the extent required by, all effective and unstayed laws, government regulations and orders applicable to such elements and collocation (such laws, regulations and orders, "Applicable Law");

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

1. Amendment to Interconnection Agreement. Effective as of the date first set forth above, the Interconnection Agreement is amended hereby as follows:

(a) Sub-Loop. Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(e) of this Amendment, BA shall provide LOA with access to a Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the rates, terms and conditions set forth in BA's DTE No. 17 Tariff, as amended from time to time, that relate to or concern Sub-Loops, and BA shall do so regardless of whether or not such rates, terms and conditions are effective. A "Sub-Loop" means a two-wire or four-wire metallic distribution facility in BA's network between a BA feeder distribution interface (an "FDI") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Notwithstanding anything else set forth in this Amendment or in the Interconnection Agreement, BA shall provide LOA with access to a Sub-Loop in accordance with, but only to the extent required by, Applicable Law.

(b) Dark Fiber. Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(e) of this Amendment, BA shall provide LOA with access to a Dark Fiber Loop (as such term is hereinafter defined) and to a Dark Fiber IOF (as such term is hereinafter defined) in accordance with, and subject to, the rates, terms and conditions set forth in BA's DTE No. 17 Tariff, as amended from time to time, that relate to or concern Dark Fiber Loops or Dark Fiber IOF, as the case may be, and BA shall do so regardless of whether or not such rates, terms and conditions are effective. A "Dark Fiber Loop" means two continuous fiber optic strands (a pair) located within a BA fiber optic cable sheath between a BA end office and the premises of a Customer (as such term is hereinafter defined) but that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A "Dark Fiber IOF" means two continuous fiber optic strands (a pair) that are located within a fiber optic cable sheath between either (a) two BA central offices or (b) a BA central office and a LOA central office, but, in either case, that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. The term "Customer" means a third-party residence or business end-user subscriber to telephone exchange services provided by either of the Parties, *provided, however,* that the term "Customer" does not include a Party. Notwithstanding anything else set forth in this Amendment or in the Interconnection Agreement, BA shall provide LOA with access to Dark Fiber Loops and Dark Fiber IOF in accordance with, but only to the extent required by, Applicable Law.

(c) House and Riser. Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(e) of this Amendment, BA shall provide LOA with access to a House and Riser Cable (as such term is hereinafter defined) in accordance with, and subject to, the rates, terms and conditions set forth in BA's DTE No. 17 Tariff, as amended from time to time, that relate to or concern House and Riser Cables, and BA shall do so regardless of whether or not such rates, terms and conditions are effective. A "House and Riser Cable" means a two-wire or four-wire metallic distribution facility in BA's network between the minimum point of entry for a building where a premises of a Customer (as such term is hereinafter defined) is located (such a point, an "MPOE") and the rate demarcation point for

such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Notwithstanding anything else set forth in this Amendment or in the Interconnection Agreement, BA shall provide LOA with access to House and Riser Cables in accordance with, but only to the extent required by, Applicable Law.

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

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

(1) Nothing contained in the Interconnection Agreement or this Amendment shall be deemed to constitute an agreement by BA that any item identified in the Interconnection Agreement or this Amendment as a network element is (i) a network element under Applicable Law, or (ii) a network element BA is required by Applicable Law to provide to LOA on an unbundled basis. Nothing contained in the Interconnection Agreement or this Amendment shall limit BA's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Massachusetts Department of Telecommunications and Energy, the FCC, any court or any other governmental authority related to, concerning or that may affect BA's obligations under the Interconnection Agreement, this Amendment or Applicable Law.

(2) To the extent that BA is required by a change in Applicable Law to provide a network element on an unbundled basis to LOA, the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable tariff of BA (a "BA UNE Tariff"). In the absence of a BA UNE Tariff, to the extent that BA is required by Applicable Law to provide a network element to LOA, the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance, and billing) shall be as provided in this Amendment and the Interconnection Agreement, as amended by this Amendment. In the absence of a BA UNE Tariff and if there is a conflict between the terms and provisions of this Amendment or the Interconnection Agreement and Applicable Law governing

the provision of a network element, prior to BA's provision of such network element and upon the written request of either Party, the Parties will negotiate in good faith an amendment to the Interconnection Agreement so that the Interconnection Agreement includes terms, conditions and prices for the network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with such Applicable Law.

(3) BA shall be required to provide a network element on an unbundled basis only where necessary facilities are available.

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

2. Conflict between this Amendment and the Interconnection Agreement. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Interconnection Agreement, this Amendment shall govern, *provided, however,* that the fact that a term or provision appears in this Amendment but not in the Interconnection Agreement, or in the Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Interconnection Agreement shall remain in full force and effect after the date first set forth above.