

**AMENDMENT  
TO THE  
AGREEMENT BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, INC.  
AND DSLNET COMMUNICATIONS, LLC  
DATED FEBRUARY 16, 1999**

Pursuant to this Agreement, (the "Amendment"), DSLNET Communications, Inc. ("DSL"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated February 16, 1999 ("Agreement").

WHEREAS, DSL and BellSouth adopted in its entirety the DIECA Communications, Inc., d/b/a Covad Communications Company Interconnection Agreement executed December 1, 1998; and

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Attachment 4 of the Interconnection Agreement, as amended on July 6, 1999, is hereby amended to removed the following language:

**The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.**

2. All of the other provisions of the Agreement, dated February 16, 1999, shall remain in full force and effect.

3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**DSLNET Communications, LLC**  
***Signature on File***

By: \_\_\_\_\_

Name: Wendy S. Bluemling

Title: Director- Regulatory

Date: October 18, 1999

**BellSouth Telecommunications, Inc.**  
***Signature on File***

By: \_\_\_\_\_

Name: Jerry Hendrix

Title: Senior Director

Date: 10/20/99

AMENDMENT  
TO  
THE AGREEMENT BETWEEN  
DSLNET COMMUNICATIONS, LLC. AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED FEBRUARY 16, 1999

Pursuant to this Agreement (the "Amendment"), DSLNET Communications, LLC ("DSL") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to as the "Parties", hereby agree to amend the Agreement between the Parties dated February 16, 1999 ("Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Attachment 2 of the Agreement is hereby amended to include the rates, terms and conditions for the provision of Unbundled Copper Loops as follows:

To the extent that it exists within the BellSouth network at given customer location, BellSouth shall make available an Unbundled Copper Loop (UCL). The UCL will be a copper twisted pair loop up to eighteen (18) kilofeet in length that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL may contain up to 6,000 ft of bridge tap in addition to the loop itself.

The UCL Loop will be a designed circuit, provisioned with a test point and come standard with a DLR. Order Coordination (OC) will be offered as a chargeable option on all UCL loops. Order Coordination – Time Specific (OC-TS) will not be offered on UCLs.

The UCL Loop is a dry copper loop and is not intended to support any particular telecommunications service. DSL may use the UCL loop for a variety of services, including xDSL (e.g. ADSL and HDSL) services, by attaching appropriate terminal equipment of DSL's choosing. DSL will determine the type of service that will be provided over the loop.

Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, CLEC agrees that BellSouth's UCL loop will not be held to the service level and performance obligations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain electrical continuity and provide balance relative to tip and ring on UCL loops.

The UCL loop shall be provided to DSL in accordance with BellSouth's Technical Reference 73600.

2. Attachment 11 of the Agreement is hereby amended to include the following rates for the provision of unbundled copper loops for each state:

**Attachment 11, Exhibit 1-AL**

<b>2-Wire Unbundled Copper Loop</b>	
<b>Recurring</b>	\$19.41
<b>Non-Recurring</b>	
Non-Recurring 1st	\$585.20
Non-Recurring Add'l	\$455.63
Manual Svc Ord –1st	\$46.62
Manual Svc Ord -Adl	\$20.56
Order Coordination 1 <sup>st</sup> & Add'l.	\$16.00
<b>Cross Connect, per cross connect</b>	
<b>2 – Fiber, Recurring</b>	\$15.64
Non-Recurring – First/Add'l	\$41.56/\$29.82
Disconnect Chg.- First/Add'l	\$12.96/\$10.34
<b>4 – Fiber, Recurring</b>	\$28.11
Non-Recurring – First/Add'l	\$50.53/\$38.78
Disconnect Chg.- First/Add'l	\$16.97/\$14.35

**Attachment 11, Exhibit 2-FL**

<b>2-Wire Unbundled Copper Loop</b>	
<b>Recurring</b>	\$21.98
<b>Non-Recurring</b>	
Non-Recurring 1st	\$593.58
Non-Recurring Add'l	\$461.96
Manual Svc Ord –1st	\$47.54
Manual Svc Ord -Adl	\$20.96
Order Coordination 1 <sup>st</sup> & Add'l.	\$16.19
<b>Cross Connect, per cross connect</b>	
<b>2 – Fiber, Recurring</b>	\$15.64
Non-Recurring – First/Add'l	\$41.56/\$29.82
Disconnect Chg.- First/Add'l	\$12.96/\$10.34
<b>4 – Fiber, Recurring</b>	\$28.11
Non-Recurring – First/Add'l	\$50.53/\$38.78
Disconnect Chg.- First/Add'l	\$16.97/\$14.35

**Attachment 11, Exhibit 3-GA**

<b>2-Wire Unbundled Copper Loop</b>	
<b>Recurring</b>	\$18.69
<b>Non-Recurring</b>	
Non-Recurring 1st	\$585.62

Non-Recurring Add'l	\$455.76
Manual Svc Ord –1st	\$46.90
Manual Svc Ord -Adl	\$20.68
Order Coordination 1 <sup>st</sup> & Add'l.	\$15.98
<b>Cross Connect, per cross connect</b>	
<b>2 – Fiber, Recurring</b>	\$15.64
Non-Recurring – First/Add'l	\$41.56/\$29.82
Disconnect Chg.- First/Add'l	\$12.96/\$10.34
<b>4 – Fiber, Recurring</b>	\$28.11
Non-Recurring – First/Add'l	\$50.53/\$38.78
Disconnect Chg.- First/Add'l	\$16.97/\$14.35

#### Attachment 11, Exhibit 4-KY

<b>2-Wire Unbundled Copper Loop</b>	
<b>Recurring</b>	\$18.84
<b>Non-Recurring</b>	
Non-Recurring 1st	\$585.01
Non-Recurring Add'l	\$455.57
Manual Svc Ord –1st	\$46.48
Manual Svc Ord -Adl	\$20.50
Order Coordination 1 <sup>st</sup> & Add'l.	\$16.02
<b>Cross Connect, per cross connect</b>	
<b>2 – Fiber, Recurring</b>	\$15.64
Non-Recurring – First/Add'l	\$41.56/\$29.82
Disconnect Chg.- First/Add'l	\$12.96/\$10.34
<b>4 – Fiber, Recurring</b>	\$28.11
Non-Recurring – First/Add'l	\$50.53/\$38.78
Disconnect Chg.- First/Add'l	\$16.97/\$14.35

#### Attachment 11, Exhibit 5-LA

<b>2-Wire Unbundled Copper Loop</b>	
<b>Recurring</b>	\$25.47
<b>Non-Recurring</b>	
Non-Recurring 1st	\$587.35
Non-Recurring Add'l	\$457.30
Manual Svc Ord –1st	\$46.79
Manual Svc Ord -Adl	\$20.63
Order Coordination 1 <sup>st</sup> & Add'l.	\$16.06
<b>Cross Connect, per cross connect</b>	
<b>2 – Fiber, Recurring</b>	\$15.64
Non-Recurring – First/Add'l	\$41.56/\$29.82
Disconnect Chg.- First/Add'l	\$12.96/\$10.34
<b>4 – Fiber, Recurring</b>	\$28.11
Non-Recurring – First/Add'l	\$50.53/\$38.78
Disconnect Chg.- First/Add'l	\$16.97/\$14.35

### Attachment 11, Exhibit 6-MS

<b>2-Wire Unbundled Copper Loop</b>	
<b>Recurring</b>	\$22.26
<b>Non-Recurring</b>	
Non-Recurring 1st	\$585.29
Non-Recurring Add'l	\$455.70
Manual Svc Ord –1st	\$46.63
Manual Svc Ord -Adl	\$20.56
Order Coordination 1 <sup>st</sup> & Add'l.	\$16.00
<b>Cross Connect, per cross connect</b>	
<b>2 – Fiber, Recurring</b>	\$15.64
Non-Recurring – First/Add'l	\$41.56/\$29.82
Disconnect Chg.- First/Add'l	\$12.96/\$10.34
<b>4 – Fiber, Recurring</b>	\$28.11
Non-Recurring – First/Add'l	\$50.53/\$38.78
Disconnect Chg.- First/Add'l	\$16.97/\$14.35

### Attachment 11, Exhibit 7-NC

<b>2-Wire Unbundled Copper Loop</b>	
<b>Recurring</b>	\$19.12
<b>Non-Recurring</b>	
Non-Recurring 1st	\$584.23
Non-Recurring Add'l	\$454.93
Manual Svc Ord –1st	\$46.46
Manual Svc Ord -Adl	\$20.49
Order Coordination 1 <sup>st</sup> & Add'l.	\$15.99
<b>Cross Connect, per cross connect</b>	
<b>2 – Fiber, Recurring</b>	\$15.64
Non-Recurring – First/Add'l	\$41.56/\$29.82
Disconnect Chg.- First/Add'l	\$12.96/\$10.34
<b>4 – Fiber, Recurring</b>	\$28.11
Non-Recurring – First/Add'l	\$50.53/\$38.78
Disconnect Chg.- First/Add'l	\$16.97/\$14.35

### Attachment 11, Exhibit 8-SC

<b>2-Wire Unbundled Copper Loop</b>	
<b>Recurring</b>	\$22.54
<b>Non-Recurring</b>	
Non-Recurring 1st	\$587.37
Non-Recurring Add'l	\$457.32
Manual Svc Ord –1st	\$46.79
Manual Svc Ord -Adl	\$20.63
Order Coordination 1 <sup>st</sup> & Add'l.	\$16.06
<b>Cross Connect, per cross connect</b>	
<b>2 – Fiber, Recurring</b>	\$15.64
Non-Recurring – First/Add'l	\$41.56/\$29.82

Disconnect Chg.- First/Add'l	\$12.96/\$10.34
4 – <b>Fiber</b> , Recurring	\$28.11
Non-Recurring – First/Add'l	\$50.53/\$38.78
Disconnect Chg.- First/Add'l	\$16.97/\$14.35

**Attachment 11, Exhibit 9-TN**

<b>2-Wire Unbundled Copper Loop</b>	
<b>Recurring</b>	\$20.11
<b>Non-Recurring</b>	
Non-Recurring 1st	\$586.27
Non-Recurring Add'l	\$456.43
Manual Svc Ord –1st	\$46.75
Manual Svc Ord -Adl	\$20.61
Order Coordination 1 <sup>st</sup> & Add'l.	\$16.03
<b>Cross Connect, per cross connect</b>	
<b>2 – Fiber</b> , Recurring	\$15.64
Non-Recurring – First/Add'l	\$41.56/\$29.82
Disconnect Chg.- First/Add'l	\$12.96/\$10.34
4 – <b>Fiber</b> , Recurring	\$28.11
Non-Recurring – First/Add'l	\$50.53/\$38.78
Disconnect Chg.- First/Add'l	\$16.97/\$14.35

3. All of the other provisions of the Agreement dated February 16, 1999 shall remain unchanged and in full force and effect until the expiration date.

4. Either or both of the Parties is authorized to submit this Amendment to the appropriate regulatory agencies for approval subject to Section 252 (e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**DSLNET Communications, LLC**

*Signature on File*

By:\_\_\_\_\_

Signature

Name: Wendy Bluembling

Title: Director- Regulatory Affairs

Date: December 2, 1999

**BellSouth Telecommunications, Inc.**

*Signature on File*

By:\_\_\_\_\_

Signature

Name: Jerry D. Hendrix

Title: Senior Director

Date: 12/06/99