AMENDMENT TO THE AGREEMENT
BETWEEN
DIECA COMMUNICATIONS, INC. d/b/a COVAD COMMUNICATIONS COMPANY
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED DECEMBER 19, 2001

Pursuant to this Amendment, (the "Amendment"), DIECA Communications, Inc. d/b/a Covad Communications Company ("Covad"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated December 19, 2001 ("Agreement") to be effective on the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Covad entered into the Agreement on December 19, 2001, 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. The Parties agree to add the following language to Attachment 2 of the Agreement:

2.12   For purposes of this Amendment, "LQS Bulk List" or "Bulk List" refers to an electronic file made available by BellSouth to Covad on at least a monthly basis via a mutually agree upon method.

2.12.1 The Bulk List is a single bulk file of ADSL qualified numbers across the BellSouth region, and the Bulk List will contain, at a minimum, a list of all BellSouth telephone numbers qualified for ADSL service including, at a minimum, the following:

2.12.1.1 Information sufficient to allow Covad to determine, for each telephone number on the Bulk List, loop length and whether the loop can reach the customer premise without traversing fiber (i.e., is it an all-copper loop?);

2.12.1.2 All fields contained in the External Response string (the first 2 rows of data) of BellSouth's Loop Qualification System (LQS) desktop application for qualified telephone numbers;

2.12.1.3 A field for distinguishing between Central Office (CO) qualified numbers, CO-qualified numbers requiring pair rearrangements, and non-CO qualified numbers. For purposes of this Amendment, a "CO-qualified number" indicates a telephone number served by an all-copper loop (or capable of being served by an all copper loop after pair rearrangement) between the CO and the end-user premises.

2.12.2   Covad will not distribute the LQS Bulk List to third parties. Notwithstanding this restriction, BellSouth understands that Covad uses

the BellSouth LQS Bulk List together with Covad's proprietary information to develop a list of customers that Covad believes are likely to qualify for Covad's DSL services ("Prequalified DSL Customer List"). The Prequalified DSL Customer List will consist of the LQS Bulk List and Covad's proprietary information. BellSouth acknowledges that Covad may supply the Prequalified DSL Customer List to Covad's wholesale partners and its affiliated ISP, Covad.net (collectively, "Wholesale Partners") for the sole purpose of allowing Covad's Wholesale Partners to market Covad's DSL services either alone or as part of a bundle of telecommunications services. Nothing in this Agreement shall be construed to prevent Covad from providing the Prequalified DSL Customer List to Covad's wholesale partners.
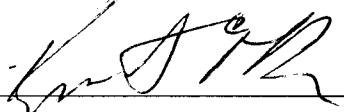
2.12.3　The Parties acknowledge that they disagree about whether BellSouth is required by applicable law to provide the Bulk List to Covad. Nevertheless, Covad agrees to adhere to the terms and conditions enumerated below, and BellSouth agrees to provide Covad with access to LQS and a Bulk List of ADSL qualified customers from LQS subject to the change of law provisions in the Agreement:

2.12.3.1 BellSouth makes no claim as to the accuracy or completeness of either LQS or the Bulk List.

2.12.3.2 Covad is responsible for acting within the local, state, and federal law governing the use of the Bulk List for the purpose of, but not limited to, marketing of its own DSL service through direct mail or telemarketing. Furthermore, Covad hereby agrees to refrain from abusive telemarketing practices.

2.12.3.3 Covad agrees to use the LQS information and the Bulk List and/or any information directly derived from the Bulk List for the sole purpose of qualifying and selling its own DSL services (whether alone or in a package of other offerings). Covad will not disclose the stand-alone LQS information and/or the Bulk List to third parties, except as captured in the Prequalified DSL Customer List.

2.12.3.4 Covad will not use the Bulk List for the purpose of conducting research, marketing, qualifying, or selling products and/or services other than its own DSL services. This paragraph shall not be construed in a manner that would prevent Covad from providing the Prequalified DSL Customer List to its Wholesale Partners. Covad agrees, however, that its Wholesale Partners will not use the Prequalified DSL Customer List for any purpose other than to market Covad's wholesale DSL services either alone or as part of a bundle of telecommunications services.

2.12.3.5 BellSouth agrees to give Covad 30 days written notice should it ever intend to discontinue providing the Bulk List to Covad. In the event that Covad's right to the Bulk List is ever terminated, Covad agrees, upon written request of BellSouth, to immediately destroy or return all copies and/or components of the Bulk List. For purposes of this paragraph, the

term "immediately" shall be defined as a period of time not to exceed forty-eight (48) hours.

2. All of the other provisions of the Agreement, dated December 19, 2001, 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 have executed this Agreement the day and year written below.
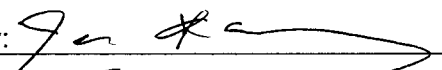
BellSouth Telecommunications, Inc.

By: _____

Name: Kristen E. Rowe

Title: Director

Date: 3/16/04

DIECA Communications Inc. d/b/a Covad Communications Company

By: _____

Name: James A. Kirkland

Title: SVP & General Counsel

Date: 3/9/04

Version 3Q03: 11/12/2003