

**AMENDMENT  
TO THE  
COMMERCIAL AGREEMENT - ABBS LS1  
BY AND BETWEEN  
BELLSOUTH TELECOMMUNICATIONS INC,  
D/B/A AT&T-ALABAMA, D/B/A AT&T-FLORIDA, D/B/A AT&T-GEORGIA, D/B/A  
AT&T-KENTUCKY, D/B/A AT&T-LOUISIANA, D/B/A AT&T-MISSISSIPPI, D/B/A  
AT&T-NORTH CAROLINA, D/B/A AT&T-SOUTH CAROLINA AND D/B/A AT&T-  
TENNESSEE; ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T-ILLINOIS,  
INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T-  
INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T-MICHIGAN,  
NEVADA BELL TELEPHONE COMPANY D/B/A AT&T-NEVADA, THE OHIO  
BELL TELEPHONE COMPANY D/B/A AT&T-OHIO, PACIFIC BELL TELEPHONE  
COMPANY D/B/A AT&T-CALIFORNIA, THE SOUTHERN NEW ENGLAND  
TELEPHONE COMPANY D/B/A AT&T-CONNECTICUT; SOUTHWESTERN BELL  
TELEPHONE, L.P. D/B/A AT&T-ARKANSAS, AT&T-KANSAS, AT&T-MISSOURI,  
AT&T-OKLAHOMA AND/OR AT&T-TEXAS, AND/OR WISCONSIN BELL, INC.  
D/B/A AT&T-WISCONSIN  
AND  
COVAD COMMUNICATIONS COMPANY AND  
DIECA COMMUNICATIONS, INC. D/B/A COVAD COMMUNICATIONS COMPANY**

This Amendment to the Commercial Agreement (“Amendment”) is entered into by and between Covad Communications Company and DIECA Communications, Inc., d/b/a Covad Communications Company (referred to as “Carrier”), and BellSouth Telecommunications Inc, d/b/a AT&T-ALABAMA, d/b/a AT&T-FLORIDA, d/b/a AT&T-GEORGIA, d/b/a AT&T-KENTUCKY, d/b/a AT&T-LOUISIANA, d/b/a AT&T-MISSISSIPPI, d/b/a AT&T-NORTH CAROLINA, d/b/a AT&T-SOUTH CAROLINA and d/b/a AT&T-TENNESSEE; Illinois Bell Telephone Company d/b/a AT&T-ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T-INDIANA, Michigan Bell Telephone Company d/b/a AT&T-MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T-NEVADA, The Ohio Bell Telephone Company d/b/a AT&T-OHIO, Pacific Bell Telephone Company d/b/a AT&T-CALIFORNIA, The Southern New England Telephone Company d/b/a AT&T-CONNECTICUT; Southwestern Bell Telephone, L.P. d/b/a AT&T-ARKANSAS, AT&T-KANSAS, AT&T-MISSOURI, AT&T-OKLAHOMA and/or AT&T-TEXAS, and/or Wisconsin Bell, Inc. d/b/a AT&T-WISCONSIN (“AT&T-22STATE”) (collectively, the “Parties”).

WHEREAS, Carrier and AT&T-22STATE<sup>1</sup> are parties to a certain Commercial Agreement – ABBS LS1 having an effective date of July 23, 2007, as may have been amended, pursuant to which AT&T-22STATE provides Advanced Broadband Services and Line Sharing (“ABBS LS1”); and

---

<sup>1</sup> AT&T-22STATE has the same meaning as defined in the ABBS LS1 Agreement.

WHEREAS, AT&T-22STATE and Carrier have agreed to amend the ABBS LS1 Agreement as set forth herein to implement terms, conditions, and rates for providing Carrier with an option to have conversions of the line share circuits from AT&T-owned splitters to Carrier-owned splitters "Line Splitter Conversion Project") completed outside of normal business hours between the hours of 1:00 a.m. to 5:00 a.m. ("Maintenance Window"); and

WHEREAS, both Parties are willing to agree to this Amendment only on the basis that the entirety of this Amendment being an indivisible whole.

NOW, THEREFORE, for and in consideration of the premises, mutual promises and covenants contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Changes to the ABBS LS1 Agreement

1.1 The Parties agree to add the following as Section 11.2 and Exhibit A – 13 STATE Appendix Coordinated Hot Cut to the AT&T-13STATE Line Share One Attachment.

11.2 AT&T-13STATE will offer Coordinated Hot Cut (CHC) for the migration of splitters in the AT&T-13STATE's Service Area in accordance with Exhibit A – 13 State Appendix Coordinated Hot Cut.

1.2 The Parties agree to add the following as Section 11.2 in the AT&T-9STATE Line Share Attachment.

11.2 AT&T-9STATE will offer CARRIER Order Coordination-Time Specific (OC-TS) for the migration of splitters in the AT&T-9STATE's Service Area at the rates established in AT&T's intrastate Access Services Tariff, Section E13.2.6A.1., Installation or Repair, for each state. OC-TS allows AT&T and CARRIER to coordinate the migration from the AT&T splitter to CARRIER's splitter at a specific time to limit End User service outage. AT&T will make commercially reasonable efforts to accommodate CARRIER's specific conversion time request. However, AT&T reserves the right to negotiate with CARRIER a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all splitter migrations within AT&T-9STATE and will be available only upon request from CARRIER. CARRIER may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays) ("Normal Business Hours"). However, for purposes of the Line Splitter Project, if Covad does not identify a circuit on a spreadsheet, then the circuit will be converted during Normal Business Hours. If CARRIER specifies a time outside the Normal Business Hours (*e.g.*, during the Maintenance Window) that requires AT&T technicians to work outside normal work hours, overtime charges will apply as found in Section E13.2.6A.1. of AT&T's Intrastate Tariff for each state. Overtime charges will be applied based on the amount of overtime worked. The Parties agree to work conversions requested to be provisioned during the Maintenance Window as a project to coordinate dates, times, and availability of AT&T technicians. The OC-TS

charges for an order due on the same day at the same location will be applied on a per spreadsheet basis.

## 2. Amendment Effective Date

2.1 This Amendment shall be effective on the date of the last signature executing this Amendment ("Amendment Effective Date"). This Amendment (including without limitation to the changes made by this Amendment) shall have prospective effect only, beginning on and after the Amendment Effective Date.

## 3. Additional Terms and Conditions

3.1 This Amendment contains provisions that have been negotiated as part of an entire Amendment and integrated with each other in such a manner that each provision is material to every other provision.

3.2 The Parties agree that each and every rate, term and condition of this Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition in this Amendment. The Parties agree that they would not have agreed to this Amendment except for the fact that it was entered into on an "all or nothing" basis, and included the totality of rates, terms and conditions listed herein, and that it is an indivisible whole, intended to bind AT&T-22STATE and Carrier.

3.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE ABBS LS1 AGREEMENT SHALL REMAIN UNCHANGED.

3.4 This Amendment is the joint work product of the Parties and has been negotiated by the Parties and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

3.5 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the ABBS LS1 Agreement (including all of its accompanying Appendices, Schedules and Exhibits but ignoring this Amendment), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

3.6 The headings of certain sections of this Amendment are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Amendment.

3.7 Each Person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

3.8 Except as specifically modified by this Agreement with respect to their mutual obligations herein, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.

3.9 This Amendment may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

3.10 AT&T-22STATE will file a copy of the fully executed Amendment with the FCC under 47 U.S.C. § 211.


IN WITNESS WHEREOF, this Amendment was executed in duplicate on this 7<sup>th</sup> day of  
March, 2008

Signatures

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

Illinois Bell Telephone Company d/b/a AT&T Illinois,  
Indiana Bell Telephone Company Incorporated d/b/a  
AT&T Indiana, Michigan Bell Telephone Company d/b/a  
AT&T Michigan, The Ohio Bell Telephone Company  
d/b/a AT&T Ohio, and Wisconsin Bell, Inc. d/b/a AT&T  
Wisconsin, Nevada Bell Telephone Company d/b/a  
AT&T Nevada, Pacific Bell Telephone Company d/b/a  
AT&T California, The Southern New England Telephone  
Company d/b/a AT&T Connecticut, Southwestern Bell  
Telephone Company d/b/a AT&T Arkansas, AT&T  
Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T  
Texas by AT&T Operations, Inc., its authorized agent  
and BellSouth Telecommunications, Inc. d/b/a AT&T  
Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky,  
AT&T Louisiana, AT&T Mississippi, AT&T North  
Carolina, AT&T South Carolina and AT&T Tennessee

Signature: 

Signature: 

Name: Douglas Carlen  
(Print or Type)

Name: Kristen E. Shore  
(Print or Type)

Title: General Counsel  
(Print or Type)

Title: Director - Contract Management

Date: 3/7/08

Date: 3/7/08

# APPENDIX COORDINATED HOT CUT (CHC)

## TABLE OF CONTENTS

INTRODUCTION .....	3
CHC SERVICE DESCRIPTION .....	3
CHC PRICING .....	4

## APPENDIX COORDINATED HOT CUT (CHC)

### 1. INTRODUCTION

This Appendix sets forth terms and conditions for Coordinated Hot Cut (CHC) provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CARRIER for the Line Splitter Project as defined in the Amendment.

- 1.1 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.2 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.3 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.4 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.5 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.6 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.7 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 "**Conversion of Service**" is defined for purposes of this Amendment as the conversion of the line shared circuits from the AT&T-owned splitters within the **AT&T-13STATE** from AT&T-owned splitters to CARRIER-owned splitters.
- 1.9 "**Designated Installation**" is defined as an installation of service occurring at a specific time of day as specified by CARRIER.

### 2. CHC SERVICE DESCRIPTION

- 2.1 Coordinated Hot Cut (CHC) Service is an optional manual service offering that permits CARRIER to request a designated installation and/or conversion of service during, or after, normal business hours.
- 2.2 CARRIER will initiate the beginning of a CHC by contacting the appropriate coordination center. This special request enables CARRIER to schedule and coordinate particular provisioning requirements with the **AT&T-13STATE**. For purposes of the Line Splitter Project, the Parties will work together to coordinate all CHC

requests on a project basis to maximize availability of AT&T technicians. Orders for circuits to be transferred each session from AT&T's line splitter to CARRIER's line splitter shall be submitted to AT&T utilizing an agreed upon spreadsheet process rather than the LSR process.

- 2.3 **AT&T-13STATE** may limit the number of service orders that can be coordinated based on workload and resources available. AT&T shall approve CHC requests on a non-discriminatory basis, by requesting carrier, and on a first come, first served basis.
- 2.4 The **AT&T-13STATE** reserves the right to suspend the availability of CHC Service during unanticipated heavy workload/activity periods. Heavy workload includes any unanticipated volume of work that impacts the **AT&T-13STATE**'s ability to provide its baseline service. Where time permits, the **AT&T-13STATE** will make every effort to notify CARRIER when such unanticipated activities occur.

### 3. CHC PRICING

- 3.1 CHC is a time sensitive labor operation. Total charges are determined by a number of factors including the volume of lines, day of the week, and the time of day requested for the cut over.
- 3.2 When CARRIER orders CHC service, **AT&T-13STATE** shall charge and CARRIER agrees to pay for CHC service at the "additional labor" or "Time and Material" rates set forth in the following applicable Tariffs or Appendix Pricing, Schedule of Prices:
- 3.2.1 **AT&T MIDWEST REGION 5-STATE** - FCC No. 2 Access Services Tariff, Section 13.2.6 (c)<sup>1</sup>
- 3.2.2 **AT&T NEVADA** - PUCN, Section C13A, 13.2.6(c)
- 3.2.3 **AT&T CALIFORNIA** - Access Tariff 175-T, Section 13.2.6(c)
- 3.2.4 **AT&T SOUTHWEST REGION 5-STATE** - Appendix Pricing, Schedule of Prices, "Time and Materials Charges" (See Exhibit B)
- 3.2.5 **AT&T CONNECTICUT** - Connecticut Access Service Tariff, Section 18.1(3)
- 3.3 In the event the **AT&T-13STATE** fails to meet a CHC Service commitment for reasons within the control of **AT&T-13STATE**, AT&T will not charge CARRIER a CHC Service charge. However, in the event AT&T misses a CHC Service commitment due to CARRIER, its agent or end user reasons, the Coordinated Hot Cut (CHC) Service charge will still apply. For example, if CARRIER requests any change to an order with CHC Service including, but not limited to, **AT&T-13STATE**'s inability to gain access to CARRIER's end user's premises, or CARRIER/end user is not ready to proceed with the order, the CHC charge will apply and **AT&T-13STATE** is no longer obligated to ensure a CHC is on that order.

---

<sup>1</sup> **AT&T-13STATE** will not charge the additional labor rate in a particular state in the **AT&T MIDWEST 5-STATE** region until the effective non-recurring dockets: IL - 98-0396, IN - Cause 40611-S1, MI - U-11831, OH - 96-922-TP-UNC, and WI - 6720-TI-120, are superceded by that state's commission order approving new non-recurring Lawful UNE rates.



Schedule of Prices					
NOTE	Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional	USOC
	Network Interface Device				
	Time and Materials Charges				
	Premium Time - per half hour	None	\$ 106.55	\$ 51.90	ALK, ALT, ALH

Schedule of Prices					
NOTE	Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional	USOC
	<b>Network Interface Device</b>				
	<b>Time and Materials Charges</b>				
	Premium Time - per half hour	None	\$ 32.29	\$ 15.74	ALK, ALT, ALH

Schedule of Prices					
NOTE	Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional	USOC
	<b>Network Interface Device</b>				
	<b>Time and Materials Charges</b>				
4	Premium Time - per half hour	None	\$ 64.10	\$ 52.50	ALK, ALT, ALH
4. Missouri Commission adopted rate in TO-99-227 based on Missouri Tariff rates and or taken from SWBT/CLEC Missouri Interconnection Agreements filed with and approved by the Missouri Commission					
<p>The Parties acknowledge and agree that, subject to the terms and conditions stated herein, SBC Missouri will provide certain arbitrated rates, terms and conditions set forth in the Appendix Pricing UNE, Schedule of Prices, of this agreement based upon statutes, orders, rules and/or regulations issued by federal and state legislatures, courts, and/or regulatory agencies, specifically including, but not limited to, the Missouri Public Service Commission's Order in the Consolidated Arbitration, Docket Nos. TO-97-40/TO-97-67, TO-98-115. These statutes, orders, rules and regulations are the subject of various current appeals, and subsequent appeals may also be taken from those statutes, orders, rules and regulations. The Parties recognize and agree that, in the event of any amendment of the Telecommunications Act of 1996, or any administrative, regulatory, legislative or judicial order, rule, opinion or other legal action, (collectively, "legal actions") which revises or modifies the Parties' rights and/or obligations pertaining to any matters contained in this Interconnection Agreement ("a subsequent development"), including any action invalidating or modifying the Interconnection Agreement approved in Docket TO-97-67 and TO-98-115, the relevant provisions of this Agreement cited above shall be deemed to be automatically modified, amended or conformed to be consistent with such subsequent development. By executing this document, neither Party is waiving its rights to contest the validity of any law, rule, court or regulatory decision or order or other requirement that specific provisions be contained in this contract, nor is any Party waiving its right to argue in the future that any law, rule, court or regulatory decision or other requirement should be revised, eliminated or modified. In no event shall SBC Missouri be obligated to provide such rates, terms and conditions beyond the period of time SBC Missouri is obligated to provide such rates, terms and conditions to the Party who originally arbitrated such provisions.</p>					

Schedule of Prices					
NOTE	Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional	USOC
	Network Interface Device				
	Time and Materials Charges				
	Premium Time - per half hour	None	\$ 74.73	\$ 36.40	ALK, ALT, ALH

Schedule of Prices					
NOTE	Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional	USOC
	Network Interface Device				
	Time and Materials Charges				
	Premium Time - per half hour	None	34.59 \$	34.59	ALK, ALT, ALH