

AMENDMENT TO

INTERCONNECTION AGREEMENT

By and between

**SOUTHWESTERN BELL TELEPHONE, L.P., D/B/A SBC MISSOURI
AND
COVAD COMMUNICATIONS COMPANY**

WHEREAS, Southwestern Bell Telephone, L.P.,¹ d/b/a SBC Missouri ("SBC Missouri") and Covad Communications Company ("CLEC") (collectively "the Parties") entered into an Interconnection Agreement - in Missouri which was approved August 1, 2000 ("the Agreement"), and which permits the Parties to amend the Agreement in writing; and

NOW THEREFORE the Parties agree to amend the Agreement as follows:

(1) The Agreement is hereby amended by adding Attachment for HFPL Central Office Sync Testing Maintenance Only (Optional Attachment to Appendix xDSL/HFPL).

(2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(3) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

(4) In entering into this Amendment, The Parties acknowledge and agree that on May 24, 2002, the D.C. Circuit issued its decision in United States Telecom Association, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"), in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. Dec. 9, 1999) ("the Line Sharing Order"), and vacated and remanded the UNE Remand and Line Sharing Orders in accordance with the decision. In addition, the FCC issued a press release in connection with the adoption of its Triennial Review Order on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001). Further, the FCC has also issued the following orders: its Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 in CC Docket No. 98-147, 13 FCC Red 24011 (rel. August 7, 1998), its First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 in CC Docket 98-147, 14 FCC Rcd 4761 (rel. March 31, 1999), its 1 Order In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification, (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98, and its Third Report and Order on Reconsideration and Third Further Notice of Proposed Rulemaking in CC Docket No. 98-147 and its Fourth Report and Order on Reconsideration and Sixth Further Notice of Proposed Rulemaking in CC Docket 96-98, 16 FCC Rcd 2101 (rel. Jan. 19, 2001)

¹ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership, doing business in Missouri as SBC Missouri.

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(collectively the "Orders"). In addition, on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCAS w/13-408 and 13-409, and enacted into law

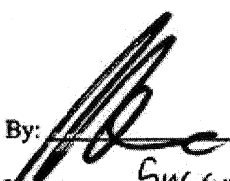
("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. By entering into this Agreement which makes available F&T Solution for HFPL and associated rates, terms and conditions, neither Party waives any of its rights with respect to the Orders, the Illinois Law or any other government action. The Parties further acknowledge and agree that the rates, terms and conditions ("provisions") set forth herein are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory or legislative body or court of competent jurisdiction stays, modifies, or otherwise affects any of the provisions set forth in this Amendment, specifically including but not limited to those arising with respect to the Orders, the affected provision(s) will be invalidated, modified or stayed upon the written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC Illinois will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement associated with any such invalidation, modification or stay. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

(5) This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission ("Commission") and shall become effective ten (10) days following approval by such Commission.

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15th IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this day of September 2003, by Southwestern Bell Telephone, L.P., d/b/a SBC Missouri, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Covad Communications Company

By: 

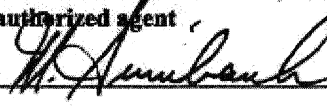
Name: Susan J Davis
(Print or Type)

Title: Interim General Counsel
(Print or Type)

Dated: 9/3/03

AECN/OCN # _____

Southwestern Bell Telephone, L.P., d/b/a
SBC Missouri
By SBC Telecommunications, Inc.,
its authorized agent

By: 

Name: Mike Aulinbanh
(Print or Type)

Title: for President - Industry Markets

Dated: SEP 15 2003

OPTIONAL ATTACHMENT xDSL/HFPL C.O. SYNC TESTING-MAINTENANCE
ONLY **SBC-13 STATE**

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SBC-13STATE/COVAD COMMUNICATIONS COMPANY
100702

**ATTACHMENT FOR HFPL CENTRAL
OFFICE
SYNC TESTING
MAINTENANCE ONLY**

Optional Attachment to Appendix xDSL/HFPL

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OPTIONAL ATTACHMENT xDSL/HFPL C.O. SYNC TESTING-MAINTENANCE
ONLY **SBC-13 STATE**

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SBC-13STATE/COVAD COMMUNICATIONS COMPANY
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ATTACHMENT FOR HFPL CENTRAL OFFICE
SYNC TESTING
MAINTENANCE ONLY

Optional Attachment to Appendix xDSL/HFPL

1. INTRODUCTION

- 1.1 This Optional Attachment sets forth the rates, terms and conditions for an optional testing procedure for those instances where CLEC leases an HFPL from SBC-13STATE and wishes to obtain SBC-13-STATE's voluntary HFPL Central Office Sync Testing – Maintenance Only service offering. Central Office Sync Testing service, which with CLEC provided test equipment, verifies there is communication, or "sync", from the CLEC's collocated DSLAM to the last cable pair leaving the SBC-13STATE Central Office.
- 1.2 Except as otherwise provided herein, the rates, terms and conditions set forth elsewhere in this Agreement pertaining to the HFPL shall remain unchanged and in full force and effect.
- 1.3 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.4 As used herein, SBC-13-STATE, means the applicable SBC ILECs listed above doing business in Arkansas, California, Connecticut, Kansas, Illinois, Indiana, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, SBC-SWBT, means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.6 As used herein, SBC-AMERITECH, means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.7 As used herein, SBC-PACIFIC, means the applicable above listed ILEC doing business in California.
- 1.8 As used herein, SBC-NEVADA, means the applicable above listed ILEC doing business in Nevada.
- 1.9 As used herein, SNET means the applicable above listed ILEC doing business in Connecticut.

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2. HFPL SYNC TESTING OFFERING

- 2.1 Within ten (10) business days the Effective Date of this Attachment, CLEC will provide SBC-13STATE with a list of the designated SBC-13STATE Central Offices (COs) in which CLEC would like to obtain the HFPL CO Sync Testing provided pursuant to this Attachment. All SBC-13STATE COs are available for this voluntary offering. After its initial designation, CLEC may remove from or add to its list of the SBC-13STATE COs in which it wishes to obtain SBC-13STATE HFPL CO Sync Testing upon ten (10) days advance written notice to SBC-13STATE.
- 2.2 SBC-13STATE will not require a particular manufacturer's test set; however CLEC will provide an appropriate test set that meets the following standards as approved by SBC Technical Resources, Inc (TRI):
- 2.2.1 Test set devices must be battery powered and use either disposable batteries or come equipped with a recharging unit.
- 2.2.2 Test set devices must be handheld and be no larger than 11" X 5" X 3" in dimension.
- 2.2.3 All test set devices must be accompanied with training documentation.
- 2.2.4 Within ten (10) business days of the Effective Date of this Agreement, CLEC will provide a copy of the test devices instructions to their SBC-13STATE Account Manager.
- 2.2.5 All test set devices must have one indicator for the "sync" result and another indicator for the "no sync" result. The result indicator must be such that no interpretation is necessary to determine whether a sync was accomplished. Examples are as follows: An acceptable indicator would be a test device where: green light = sync and red light or no light = no sync and does not go through a menu driven process. An acceptable test device will not require a technician to go through a menu driven process.
- 2.2.6 The case design must be plastic Molded insulated case with protected access to all interface connector pins.
- 2.2.7 The test set must have a power 'on/off' switch to enable, and disable power.
- 2.2.8 The test set ADSL interface must have a five-foot non-twisted test lead that terminates with insulated alligator clips or a protector shoe or a combination of both.
- 2.2.9 The test set must have attached to its backside, a spring clip that can be attached to a tool belt.
- 2.2.10 In event SBC-13STATE determines that the battery for a CLEC-provided test set is cracked, expanded, leaking or otherwise has been compromised SBC-13STATE shall notify CLEC and upon receipt of such notification from SBC-13STATE,

CLEC shall contact the Environmental Management Group for the area to obtain an "approved" handler for the compromised battery.

- 2.2.11 Within ten (10) business days of the Effective Date of this Attachment, CLEC shall provide a contact for compromised batteries to SBC-13STATE.
- 2.2.12 The test set must comply with the limits of Class B digital devices, pursuant to Part 15 of the Federal Communications Commission ("FCC") Rules.
- 2.2.13 The test set must comply with Part 68 or have a waiver to Part 68 of the FCC rules governing the connection of terminal equipment to the telephone network.
- 2.2.14 The test set must comply with ADSL T1.143 and ITU-T G.992.1 (F.dmt) standards.
- 2.2.15 The test set must meet all loop reach requirements below 7 kft, as described in ITU 048 Interoperability standards.
- 2.2.16 The test set must recognize and train from the ATU-C on a FAST or Interleaved ADSL signal, in both the upstream and downstream directions.
- 2.2.17 Within ten (10) business days of the Effective Date for this Attachment, CLEC shall supply four beta units for lab and field evaluation.
- 2.2.18 SBC-13STATE must approve in advance any changes or upgrades outside the scope of these requirements.
- 2.3 Test sets must arrive at SBC-13STATE complete with instructions for use, as well as a return label if test set is determined to be or becomes defective during use.
- 2.4 CLEC shall assume responsibility for charges associated with return, shipment, and replacement of test sets. SBC-13STATE will return Covad Test sets and all associated Covad owned equipment upon request. In addition to any other applicable limitation, SBC13STATE shall have absolutely no liability with respect to any lost and/or damaged test set(s), regardless of whether any claimed SBC-13STATE liability arises in tort or in contract, unless the test se(s) is lost and/or damaged due to SBC-13STATE's own gross negligence or willful misconduct. CLEC shall save and hold SBC-13STATE harmless from any and all costs, expenses, and claims associated with any loss and/or damage to, any test set(s) (unless CLEC can demonstrate that the test set(s) was lost and/or damaged due to SBC-13STATE's own gross negligence or willful misconduct)."
- 2.5 Within ten (10) business days of the Effective Date of this Attachment, CLEC shall provide SBC-13STATE with a single point of contact (SPOC) and telephone number for the replacement of defective test sets.
- 2.6 Within ten (10) business days of the Effective Date of this Attachment, CLEC shall provide a contact name and address for resolution of issues that arise regarding the provided test sets.

- 2.7 CLEC must provide test sets for selected Central Offices based on average daily ticket volumes of 30 in each selected Central Office. SBC-13STATE will not perform tests beyond the daily volume of 30 tickets per 1 test set in selected Central Office. For a CLEC requesting a higher volume of tickets other than 30 they must provide an additional test set, in increments of 30, as set forth herein (e.g. 1 test equals 30; 2 test sets equals 60 daily tickets; etc.).
- 2.8 Additional batteries (AA 1.5 volt) for test sets will be provided at SBC's expense.
- 2.9 In the event this Attachment is terminated pursuant to Section 5 below, CLEC is responsible for requesting that the test set be returned.
3. **MAINTENANCE REQUESTS**
- 3.1 SBC-13STATE will provide resolution of CLEC-referred trouble tickets for Sync Testing requests on HFPL loops in parity with repair intervals SBC-13STATE provides its advanced services affiliates.
- 3.2 Prior to opening a trouble ticket for a C. O. Sync Testing request, the CLEC must determine the problem is not CLEC related. CLEC will be billed and shall pay in -30-minute increments for SBC-13State technician time involved, pursuant to applicable FCC tariff rates in each region, which are set forth below; provided, however, the rates below shall be deemed to be automatically revised and updated in the event that the referenced tarified rates are modified during the term of this Attachment. In response to a trouble ticket initiated by CLEC where SBC-13STATE determines in error that the trouble is in CLEC's network, and CLEC subsequently finds the trouble resides in SBC-13STATE's network, CLEC will be credited for all SBC-13STATE trouble isolation costs except those associated with the final trouble ticket. In addition, CLEC may charge SBC-13STATE upon closing of the trouble ticket, a charge for trouble isolation, at a rate not to exceed the tarified amount that SBC-13STATE could charge CLEC under SBC-13STATE's tariff for the same service, provided that CLEC's charge must be reasonable in relation to the work actually performed and further provided that SBC-13STATE may pay such charges to CLEC by means of an identifiable credit on CLEC's account.

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REGION	TARIFF	FIRST HALF HR./FRACTION*	ADDITIONAL*
Ameritech	FCC No. 2; Sec. 13.3.4(C)(1)(a)	\$40.92	\$22.60
Nevada Bell	FCC No. 1; Sec. 13.3.5(B)(1)	\$32.72	\$32.72
Pacific Bell	FCC No. 128; Sec. 13.3.5(C)(1)(a)	\$44.00	\$23.00
SNET	FCC No. 39; Sec. 8.3.1(B)	\$57.36	\$26.37
Southwestern Bell	FCC No. 73; Sec. 13.4.8(A)	\$33.51	\$21.32

*Rates subject to tariff changes.

3.3 CLEC may open a Sync Testing Trouble Ticket with either of the following two methods:

- 3.3.1 By calling the Local Operations Center or SBC-SNET Process Service Center (PSC) and opening a manual ticket through the call center. The CLEC technician should identify it would like to request that Sync Testing be performed; or
- 3.3.2 By opening an electronic bonding ticket. If the trouble ticket is opened by an electronic bonding ticket, the CLEC needs to place in the remarks field, "Sync Testing requested."

4. WAIVER

- 4.1 **SBC-PACIFIC and SBC-NEVADA:** The Parties acknowledge that **SBC-PACIFIC/SBC-NEVADA** will have to make modifications to its rate tables in order to implement the rates set forth in this Attachment. The Parties agree that any and all billing adjustments made to any bills pursuant to this Attachment are not subject to **SBC-PACIFIC's/SBC-NEVADA's** obligations under the Service Performance Measurements or any other performance measure plan and that no performance incentive payments or credits or any other form of performance payments or liquidated damages shall apply to any billing adjustment(s) made in connection with this Attachment. Further the Parties agree that any adjustments made in connection with this Attachment prior to making the rate table modifications will not be included in or affect any past, current or future performance measurement results.

5. TERM AND TERMINATION

- 5.1 The Term and Termination language set forth in the General Terms and Conditions of this Agreement shall not generally apply to this Attachment. Rather, the effective date of this Attachment shall be ten (10) days following the date it is approved or is deemed to have been approved by the appropriate state commission(s) ("Effective Date") and such Attachment shall remain in effect for the Term of the Interconnection Agreement or until terminated by either Party as set forth in Section 5.2 below. Notwithstanding the above, until such time as this Attachment is approved, deemed approved or rejected by the appropriate state commission(s),

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the Parties agree to treat this Attachment as if it is in effect and abide by the terms, conditions, and rates set forth herein.

- 5.2 Either Party may terminate this Attachment at any time whatsoever (before expiration of the initial term of the Agreement or following expiration of such Term) upon thirty (30) days advance written notice to the other Party.

6. RESERVATION OF RIGHTS

- 6.1 The Parties acknowledge and agree that on May 24, 2002, the United States Court of Appeals for the District of Columbia Circuit ("D.C. Circuit") issued its decision in *United States Telecom Association, et al v. FCC, No. 00-101* ("USTA"), in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. December 9, 1999) ("the Line Sharing Order"), and remanded both these orders to the FCC for further consideration in accordance with the decision. On September 5, 2002, the D.C. Circuit issued an Order denying the FCC and CLEC petitions for rehearing and granting a partial stay of its mandate until January 2, 2003. In addition, the FCC has also issued the following orders: its Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 in CC Docket No. 98-147 (rel. August 7, 1998), its First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 in CC Docket 98-147 (rel. March 31, 1999), its Supplemental Order In *the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999) and its Supplemental Order Clarification, (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98 and its Third Report and Order on Reconsideration and Third Further Notice of Proposed Rulemaking in CC Docket No. 98-147 and its Fourth Report and Order on Reconsideration and Sixth Further Notice of Proposed Rulemaking in CC Docket 96-98 (rel. January 19, 2001) (collectively the "Orders"). By entering into this Attachment which makes available HFPL Sync Testing, neither Party waives any of its rights with respect to such Orders as to the provisions in this Attachment or with respect to any xDSL/HFPL or other provisions in the underlying Agreement. The Parties further acknowledge that neither Party has waived any legal or equitable rights of review and remedies (including agency reconsideration and court review) of the rates, terms and conditions set forth herein and in the underlying Agreement. In the event that any of the rates, terms and/or conditions herein or in the underlying Agreement, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, the affected provision shall be invalidated, modified, or stayed, consistent with the action of the legislative body, court or regulatory agency upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement necessary to effectuate any such invalidation, modification or stay. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element, including but not limited to the HFPL provisions set forth elsewhere in this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

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