DT 07-048

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April 2, 2007

RECEIVED
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N.H. PUBLIC UTILITIES COMMISSION

***VIA* OVERNIGHT DELIVERY**

Ms. Debra A. Howland
Executive Director and Secretary
New Hampshire Public Utilities Commission
21 S. Fruit Street, Suite 10
Concord, NH 03301

Re: Interconnection Agreement between Verizon New Hampshire and Broadview NP Acquisition Corp.

Dear Ms. Howland:

Enclosed for filing under Section 252(e) of the Telecommunications Act of 1996 are an original and six copies of Amendment No. 1 to the interconnection agreement between Verizon New Hampshire and Broadview NP Acquisition Corp.

Questions that the Commission or interested persons may have regarding the filing should be directed to me or to Broadview NP Acquisition's representative:

Ms. Rebecca Sommi, Vice President – Operations Support
Broadview NP Acquisition Corp.
400 Horsham Road
Horsham, PA 19044
Tel: (215) 293-8715

Please stamp the enclosed copy of this letter, and return it to me for our files in the stamped, self-addressed envelope also enclosed.

Thank you for your assistance.

Very truly yours,

Victor D. Del Vecchio

Enclosures

AMENDMENT No. 1

to the

INTERCONNECTION AGREEMENT

between

VERIZON NEW ENGLAND INC., d/b/a VERIZON NEW HAMPSHIRE, f/k/a NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY, d/b/a BELL ATLANTIC - NEW HAMPSHIRE

and

BROADVIEW NP ACQUISITION CORP.

This Amendment No. 1 (this "Amendment"), is made by and between Verizon New England Inc., d/b/a Verizon New Hampshire, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - New Hampshire ("Verizon"), a New York corporation with offices at 185 Franklin Street, Boston, Massachusetts 02110, and Broadview NP Acquisition Corp., a Delaware corporation with offices at 800 Westchester Avenue, Rye Brook, New York 10573 ("Broadview"), and shall be deemed effective on April 30, 2006 (the "Amendment Effective Date"). Verizon and Broadview are referred to herein individually as a "Party" and collectively as the "Parties". This Amendment covers services in Verizon's service territory in the State of New Hampshire (the "State").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated November 11, 2004 (the "Adoption Letter"), Broadview adopted in the State of New Hampshire, the terms of the interconnection agreement between Global NAPS Inc. and Verizon that was approved by the New Hampshire Public Utilities Commission (such Adoption Letter and underlying adopted interconnection agreement, including any amendments as of the Amendment Effective Date, are referred to herein collectively as the "Interconnection Agreement"); and

WHEREAS, the Parties wish to amend the Interconnection Agreement to reflect their agreements on certain billing and related matters associated with services provided under Section 251 of the Act, as set forth in Attachment 1 hereto.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and agreements set forth below, the receipt and sufficiency of which are expressly acknowledged, each of the Parties, on its own behalf and on behalf of its respective successors

and assigns, hereby agrees as follows:

1. Amendment to the Interconnection Agreement. The Parties agree that the terms and conditions set forth in Attachment 1 hereto shall amend the Interconnection Agreement and govern the Parties' mutual rights and obligations with respect to the provisions set forth therein.

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 by facsimile in 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. Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn against either Party on the basis of authorship of this Amendment.

6. 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 Amendment Effective Date, provided, however, that nothing in this Amendment shall be deemed to amend or extend the term of the Interconnection Agreement, or to affect the right of either Party to exercise any right of termination it may have under the Interconnection Agreement. The Interconnection Agreement, as revised and supplemented by this Amendment, may be referred to as the "Amended Agreement."

7. Termination. If a court or regulatory body of competent jurisdiction requires modifications to this Amendment, each Party shall have the right to terminate this Amendment after thirty (30) days advance written notice.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed and delivered by their duly authorized representatives under seal.

BROADVIEW NP ACQUISITION CORP.

By: _____

Printed: Charles C. Hunter

Title: Executive Vice President and General Counsel

VERIZON NEW ENGLAND INC., D/B/A VERIZON NEW HAMPSHIRE

By: _____

Printed: Jeffrey A. Masoner

Title: Vice President – Interconnection Services Policy & Planning

Attachment 1

Terms and Conditions

1. Definitions.

Notwithstanding anything to the contrary in the Interconnection Agreement, this Amendment, in any applicable tariff or SGAT, or otherwise (including a change to applicable law effected after the Amendment Effective Date), the terms defined in this Section (or elsewhere in this Amendment) shall have the respective meanings set forth in this Amendment. A defined term intended to convey the meaning stated in this Amendment is capitalized when used. Other terms that are capitalized, and not defined in this Amendment, shall have the meaning set forth in the Act. Unless the context clearly indicates otherwise, any term defined in this Amendment that is defined or used in the singular shall include the plural, and any term defined in this Amendment that is defined or used in the plural shall include the singular. The words "shall" and "will" are used interchangeably, and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party. The terms defined in this Amendment have the meanings stated herein for the purpose of this Amendment only, do not otherwise supersede terms defined in the Interconnection Agreement and are not to be used for any other purpose. By agreeing to use the definitions of terms used in this Amendment, neither Party is conceding the definition of a term for any other purpose.

(a) "Act" means the Communications Act of 1934 (47 U.S.C. Section 151 et. seq.), as amended from time to time (including by the Telecommunications Act of 1996).

(b) "Adopting CLEC" means any carrier that adopts (to the extent adoption may be permitted under applicable law), the Interconnection Agreement as amended by this Amendment (this Amendment not being adoptable on a stand-alone basis under 47 C.F.R. § 51.809 or otherwise).

(c) "Amendment Effective Date" means April 30, 2006.

(d) "Bill Date" means the monthly billing date established for each billing account number (BAN) and is the same date from month to month.

(e) "Calendar Quarter" means January through March, April through June, July through September, or October through December.

(f) "CLEC Affiliates" means the entities identified in Appendix A hereto, each such entity being a local exchange carrier affiliated with each of the other entities as of the Amendment Effective Date (and, for the avoidance of any doubt, does not include ATX Communications, Inc., which was not affiliated with such entities as of the Amendment Effective Date). In the case of an Adopting CLEC, "CLEC Affiliates" means each competitive local exchange carrier affiliated with such Adopting CLEC as of the effective date of such adoption.

(g) "Invoice" shall have the meaning set forth in Section 4 of this Attachment 1.

(h) "Service" means any Interconnection arrangement, Network Element, Telecommunications Service, Collocation arrangement, or other service, facility or arrangement, offered for sale by a Party under the Interconnection Agreement (including, without limitation, any Service offered pursuant to Section 251 of the Act under the Interconnection Agreement by reference to a tariff; provided, however, that, notwithstanding anything contained in the Amended Agreement, access services provided under a Party's interstate or intrastate access tariffs are not included within the Services covered by this Amendment).

2. <u>Preconditions</u>.

The Parties' agreement to the terms of Section 3 below (as well as to the other terms of this Amendment) was expressly conditioned upon all of the following:

(a) Verizon having determined in its sole discretion: (i) that Broadview and the CLEC Affiliates have satisfied, as of the Amendment Effective Date, their obligation to pay all amounts owed to Verizon under the Interconnection Agreement and the respective interconnection agreements of the CLEC Affiliates (and, similarly, in the case of an Adopting CLEC, neither the terms of Section 3 nor any other terms of this Amendment would be available for adoption, and would not be binding upon Verizon unless, Verizon has determined in its sole discretion that such Adopting CLEC and each of its CLEC Affiliates have satisfied their obligation to pay all amounts owed to Verizon as of the effective date of any such adoption); and

(b) Broadview's and the CLEC Affiliates' having unconditionally waived any claims that they may have for amounts that Verizon may owe to Broadview or to CLEC Affiliates as of the Amendment Effective Date (and, similarly, in the case of an Adopting CLEC, neither the terms of Section 3 nor any of the other terms of this Amendment would be available for adoption, and would not be binding upon Verizon unless, such Adopting CLEC and each of its CLEC Affiliates unconditionally waive any claims that they may have for amounts Verizon may owe to such Adopting CLEC and its CLEC Affiliates as of the effective date of such adoption); and

(c) Broadview's and the CLEC Affiliates' agreement to all of the terms below in this Amendment (and, similarly, in the case of an Adopting CLEC, the terms of Section 3 would be expressly conditioned on the agreement of such Adopting CLEC and each of its CLEC Affiliates to all of the terms below in this Amendment);

(d) Broadview shall not file, on or at any time after the Amendment Effective Date (or, in the case of an Adopting CLEC, the effective date of such adoption) for so long as the terms of this Amendment remain effective under Section 8 below (including without limitation under any new or replacement interconnection agreement between the Parties during the period required by Section 8), any pleadings, comments, letters, *ex parte* communications, or other filings with (nor shall it meet or otherwise communicate with any representatives of) any court or regulatory agency opposing or challenging (i) Verizon's right to bill retrospectively or to limit Billing Claims (as defined in this Amendment), in accordance with the terms of this

Amendment, for Services that Verizon provides or has provided to Broadview, or (ii) any Verizon practice of billing retrospectively or limiting Billing Claims, in a manner consistent with the terms of this Amendment, for Services that Verizon provides or has provided to Broadview or services that Verizon provides or has provided to any other party; ***provided, however***, that nothing in this subparagraph 2(d) shall preclude Broadview (i) from opposing or challenging (nor shall anything in this subparagraph 2(d), by itself, entitle Broadview to oppose or challenge) (A) Verizon's right to bill retrospectively or to limit Broadview's right to seek credits, refunds, interest, penalties and/or related damages or the like for services that Verizon provides or has provided to Broadview other than under this Amended Agreement (including, without limitation, any new or replacement agreement between the Parties into which the Parties implement the terms of this Amendment under Section 8 below), or (B) any Verizon practice of billing retrospectively or limiting Broadview's right to seek credits, refunds, interest, penalties and/or related damages or the like for services that Verizon provides or has provided to Broadview other than under this Amended Agreement (including, without limitation, any new or replacement agreement between the Parties into which the Parties implement the terms of this Amendment under Section 8 below); (ii) from challenging (nor shall anything in this subparagraph 2(d), by itself, entitle Broadview to challenge) the legitimacy or applicability of a Verizon charge on grounds other than timeliness of the Invoice, whether or not such charge constitutes a Backbill Amount; or (iii) from seeking (nor shall anything in this subparagraph 2(d), by itself, entitle Broadview to seek) a limit on backbilling in arbitrating terms to apply after the Termination Date (as defined in Section 8 below) under a subsequent interconnection agreement in the event that Verizon has provided notice of its intent to terminate an interconnection agreement.

(e) To the extent Broadview, prior to the Amendment Effective Date (or, in the case of an Adopting CLEC, the effective date of such adoption), filed any complaint or claim with any court or regulatory agency opposing or challenging any Verizon right or practice described in Section 2(d)(i) or (ii) above (collectively, "CLEC Complaints"), Broadview shall, within ten (10) calendar days after the Amendment Effective Date, withdraw with prejudice, expressly and in writing, any such CLEC Complaints. Without limiting Broadview's obligations under the preceding sentence, Broadview authorizes Verizon to represent to any such court or regulatory agency that Broadview has authorized Verizon to inform such court or agency that Broadview has voluntary agreed to the terms of this Amendment.

(f) To the extent Broadview, as a party to any rulemaking proceeding or similar forum, filed, prior to the Amendment Effective Date (or, in the case of an Adopting CLEC, the effective date of such adoption), any pleadings, comments, letters, *ex parte* communications, or other filings with any court or regulatory agency in which Broadview made statements or allegations opposing or challenging any Verizon right or practice described in Section 2(d)(i) or (ii) above, but where such pleadings, comments, letters, *ex parte* communications or other filings do not constitute a CLEC Complaint that must be withdrawn under Section 2(e) above (collectively, "CLEC Comments"), Broadview authorizes Verizon to represent to any such court or regulatory agency that Broadview has authorized Verizon to inform such court or agency that Broadview has voluntarily agreed to the terms of this Amendment.

3. **Backbill Limitation.**

Each Party may send Invoices to the other Party containing amounts found to be unbilled or underbilled for prior billing periods for Services ("Backbill Amounts") subject to the following provisions:

(a) Subject to the exceptions set forth in Section 3(c) below, the billed Party shall not be liable for Backbill Amounts in connection with charges incurred by the billed Party if such Backbill Amounts were incurred earlier than twenty-four (24) months prior to the date of the Invoice including such Backbill Amounts. Subject to the exceptions set forth in Section 3(c) below, the billing Party shall not submit Invoices to the billed Party containing Backbill Amounts incurred by the billed Party earlier than twenty-four (24) months prior to the date of the Invoice including such Backbill Amounts. For the avoidance of any doubt, the foregoing Backbill Amount limitation shall also apply to any unbilled or underbilled amounts associated with charges that rely on data from third parties. For purposes of this Section 3, charges shall be deemed incurred on the date on which the Service was provided.

(b) [Intentionally Left Blank]

(c) Notwithstanding any other provision of the Interconnection Agreement or this Amendment, the billing Party may send Invoices containing Backbill Amounts for charges incurred by the billed Party earlier than the 24-month Backbill Amount limitation period defined in Section 3(a) above, and the billed Party shall be liable for such Backbill Amounts (subject, however, to bona fide billing disputes, if any, relating to aspects of the Invoices other than timeliness of the invoice), under the following circumstances:

(A) where the failure to bill or underbilling was caused by the acts, failure or refusal to act, errors, or omissions of the billed Party or its agents, including, but not limited to, the nonprovision of call records or the provision of inaccurate or incomplete call records;

(C) where the failure to bill or underbilling was caused by a fire, flood, or other occurrences attributable to an act of God; provided, however, that such act of God shall toll the backbilling limitation by no more than six (6) months;

(D) where the failure to bill or underbilling was caused by a strike or similar work stoppage (collectively, "Work Stoppage") during the final six (6) months of the 24-month Backbill Amount limitation period defined in Section 3(a), in which case the Backbill Amount limitation defined in Section 3(a) shall be tolled for a period equal to the duration of the Work Stoppage plus ninety (90) days; or

(E) where the back billing by Verizon implements new rates or charges, or an increase in, or restructuring of, Verizon's existing rates or charges (collectively, "New Rates"), to the extent such New Rates, pursuant to an effective, unstayed order or decision of a court or commission of competent jurisdiction, explicitly apply to a period earlier than the date of such order or decision and the Backbill Amount limitation period defined in Section 3(a) above.

4. Billing and Payment of Charges.

Except as may otherwise be provided in this Amendment, each Party shall submit to the other Party on a monthly basis, an itemized statement of charges incurred by the other Party during the preceding month(s) (or, in the case of non-usage sensitive charges, the forthcoming month(s)) for Services rendered hereunder (an "Invoice"). Broadview's payment of billed amounts under this Amendment, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, on or before the later of the following dates (the "Due Date"): (a) thirty (30) calendar days after the date of the Invoice; or (b) twenty (20) calendar days after the date the Invoice is received by the billed Party. If such payment Due Date would cause Broadview's payment to be due on a Saturday, Sunday or Legal Holiday, payment will be due the first business day following such Saturday, Sunday or Legal Holiday. For purposes of this section, a "Legal Holiday" is defined as a day, other than Saturday or Sunday, that is designated a bank holiday by the Federal Reserve (or such other bank as the Parties mutually agree upon). For the avoidance of any doubt, a payment to Verizon shall be deemed made on the date it is received by Verizon. Payments shall be transmitted by electronic funds transfer.

5. Billing Disputes.

(a) If any portion of an amount billed by a Party under the Amended Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Disputing Party") shall give written notice to the billing Party of the amounts it disputes ("Disputed Amount") through the billing Party's claims submission process and include in such notice the specific details and reasons for disputing each item. For the avoidance of any doubt, the Disputing Party shall provide such written notice of a bona fide dispute regardless of whether it pays the subject charges. The Disputing Party shall provide any such notices of a bona fide dispute to the billing Party as soon as reasonably possible after receiving the Invoice on which the Disputed Amount first appeared; provided, however, if the Disputing Party does not provide to the billing Party a notice of a bona fide dispute within twenty-one (21) months after the date of the Invoice on which the Disputed Amount first appeared, the Disputing Party unconditionally and irrevocably waives any rights it might have to dispute the subject charges or to recover any such charges previously paid. The foregoing waiver shall apply to all Disputed Amounts as to which the Disputing Party failed to provide notice of a bona fide dispute in accordance with the requirements of this Section (such requirements including, but not being limited to, the 21-month limitation set forth above), regardless of whether such Disputed Amounts fall in the same class of charges as a Disputed Amount with respect to which the Disputing Party provided a notice of a bona fide dispute in accordance with the requirements of this section. Subject to Section 5(a)(i) below as to Broadview, the Disputing Party shall pay, when due, to the billing Party all amounts billed by the billing Party that are not subject to a bona fide dispute of which the Disputing Party has notified the billing Party in accordance with the requirements of this section. Amounts due to the billing Party that are not paid by the payment Due Date shall be subject to a Late Payment Charge (as defined below) in accordance with the terms of Section 6.

(i) Should Disputed Amounts as to which Broadview is the Disputing Party, in any three (3) months of any period of six (6) consecutive months, exceed in the aggregate twenty-five percent (25%) of the total invoiced charges for the Services during the applicable period, then Broadview shall be required in each succeeding month to pay on or before the Due Date the greater of all undisputed charges or seventy-five percent (75%) of the total charges invoiced in that month under the Amended Agreement, pending final resolution of the Disputed Amounts through the dispute resolution process in accordance with Section (5)(a)(ii) below; ***provided, however***, that the seventy-five percent (75%) minimum payment requirement shall not apply to the extent that Broadview is participating in any pending legal or regulatory proceeding addressing the invoiced charges or class of charges that comprise the Disputed Amounts. Any Disputed Amounts that are finally resolved in Broadview's favor that were overpaid to Verizon as a result of the foregoing seventy-five percent (75%) minimum payment requirement shall be refunded to Broadview by Verizon with applicable interest at a rate not to exceed the rate permitted for late payment charges under Section 6 below.

(ii) If the Parties are unable to resolve the issues related to the Disputed Amounts, then either Party may pursue dispute resolution pursuant to the terms of the Amended Agreement, provided however, Verizon and Broadview agree that neither Verizon nor Broadview will make claims against the other Party or any affiliate of the other Party in any court, regulatory commission, arbitration tribunal, or other forum ("Billing Claims"), for credits, refunds, interest, penalties and/or related damages or the like except where, in accordance with the requirements of Section 5(a) above, written notice of a bona fide dispute has been given by the Disputing Party to the billing Party not later than twenty-one (21) months after the date of the Invoice on which the Disputed Amount first appeared.

(iii) Except as set forth above, payment of any amounts under this Amendment does not constitute a waiver of either Party's rights under the terms of the Amended Agreement to contest its obligation to pay any amounts allegedly owed under such Amended Agreement or to seek a refund for any amount paid.

6. <u>Late Payment Charges</u>.

(a) Subject to Section 6(b) below, if either Party fails to remit a payment (including, without limitation, a Late Payment Charge) for any charges by the payment Due Date, or if a payment or any portion of a payment is received by either Party after the payment Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty ("Late Payment Charge") shall be assessed at the rate provided for in the Interconnection Agreement; provided, however, if the Interconnection Agreement does not provide such a rate, the Late Payment Charge shall be in an amount specified by the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed Late Payment Charges) per month.

(b) If the billed Party provides notice to the billing Party of a Disputed Amount (as defined in Section 5 above) in accordance with the requirements of Section 5 above, then the billed Party need not pay Late Payment Charges on such Disputed Amount pursuant to this

Section 6 until such time as the dispute is resolved in the billing Party's favor, in which case the billed Party shall pay Late Payment Charges for the period from the Due Date (as defined in Section 4 above) up to the date on which the billed Party remits payment of the Disputed Amount. For the avoidance of any doubt, for purposes of calculating such Late Payment Charges for such period, the Disputed Amount principal for each month shall include, without limitation, the Late Payment Charges that shall be deemed to have accrued, at the rate provided for under Section 6(a) above, up to that month.

7. **Assurance of Payment.**

(a) At any time and from time to time, based on the conditions set forth in this Section 7, Verizon may request, and Broadview shall provide to Verizon, adequate assurance of payment of amounts due (or to become due) to Verizon under the Amended Agreement.

(b) Verizon may request, and Broadview shall provide, assurance of payment if (i) Broadview (A) in any month ("Month X"), fails to pay when due amounts (including, without limitation, past due amounts from previous billing periods) that in total equal or exceed five percent (5%) of the total amount due to Verizon during that month for Services billed by Verizon and fails to cure such nonpayment within five (5) business days of Verizon's written notice of nonpayment, and (B) in any other month within the same period of twelve consecutive months as Month X ("Month Y"), fails to pay when due amounts (including, without limitation, past due amounts from previous billing periods) that in total equal or exceed five percent (5%) of the total amount due to Verizon during Month Y for Services billed by Verizon and fails to cure such nonpayment within five (5) business days of Verizon's written notice of nonpayment (such notice, the "Cure Notice," to be provided in accordance with Section 9 below (or, in the case of an Adopting CLEC, in accordance with the notice provisions of the Interconnection Agreement, until such time as the Adopting CLEC may provide Verizon with proper notice of the Adopting CLEC's contact information that the Adopting CLEC identifies as being for the specific purpose of the Cure Notice under Section 9(b) below)); or (ii) Broadview admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. For purposes of Section 7(b)(i) above, a payment shall not be deemed untimely if, at the payment Due Date: (i) Broadview has notified Verizon of a bona fide dispute regarding such amount in accordance with the requirements of Section 5(a) of this Amendment, and (ii) in cases where Verizon has previously denied such a dispute, Broadview, in a written notice provided within (ten) 10 business days after such denial, stated that it had a bona fide basis to challenge the denial and requested that the dispute be escalated to a higher level in Verizon's claim dispute process, and the amount remains subject to a bona fide dispute.

(c) Unless otherwise agreed in writing by the Parties, the assurance of payment shall consist of an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance satisfactory to Verizon from a financial institution acceptable to Verizon in its sole discretion. The letter of credit shall be in an amount

equal to two (2) months anticipated charges (including, but not limited to, both recurring and non-recurring charges), as reasonably determined by Verizon, for the Services to be provided by Verizon to Broadview in connection with the Interconnection Agreement.

(d) Verizon may (but is not obligated to) draw on the letter of credit upon notice to Broadview in respect of any amounts to be paid by Broadview hereunder that are not paid on the date that payment of such amounts is required by this Amendment.

(e) If Verizon draws on the letter of credit, upon notice by Verizon, Broadview shall provide a replacement or supplemental letter of credit conforming to the requirements of Section 7(c) above.

(f) Notwithstanding anything else set forth in the Interconnection Agreement or this Amendment, if Verizon makes a request for assurance of payment in accordance with the terms of this Section 7, then Verizon shall have no obligation thereafter to perform under the Interconnection Agreement until such time as Broadview has provided Verizon with such assurance of payment.

(g) The fact that a letter of credit is requested by Verizon hereunder shall in no way relieve Broadview from compliance with the requirements of the Interconnection Agreement or this Amendment (including, but not limited to, any applicable tariffs) as to advance payments and payment for Services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of Services for nonpayment of any amounts payment of which is required by the Agreement or this Amendment.

(h) If either Party defaults in the payment of an amount due hereunder, except for amounts subject to a bona fide dispute pursuant to Section 5 hereof with respect to which the disputing Party has complied with the requirements of Section 5 in its entirety) or if either Party materially violates any other material provision of the Amended Agreement, and such material default or violation shall continue for thirty (30) days after written notice in accordance with the Notice(s) provisions of the Amended Agreement, the other Party may terminate the Amended Agreement or suspend the provision of any or all Services thereunder by providing written notice to the defaulting Party in accordance with the notice(s) provisions of the Amended Agreement. If the defaulting Party cures the default or violation within the thirty (30) day period, the other Party shall not terminate the Amended Agreement or suspend Service provided thereunder but shall be entitled to recover all reasonable costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of the Amended Agreement or the suspension of Service provided thereunder.

(i) If Broadview has provided assurance of payment to Verizon pursuant to the terms of this Section 7, but at least twelve (12) months have passed since the provision of such assurance of payment without the occurrence of a non-payment triggering event (i.e., as set forth in Sections 7(b)(i)(A) or 7(b)(i)(B) above), then upon written request from Broadview, Verizon shall return to Broadview such assurance of payment.

8. <u>Waiver of Rights; Successor Terms</u>.

(a) Subject to Section 8(b) below: (i) each Party irrevocably waives, with respect to the other Party, any and all rights that it may have or that it may obtain, from the beginning of time through and including February 2, 2010, under the Act (including, but not limited to, under Section 252(i) thereof), under any other applicable law, under the Interconnection Agreements, or otherwise (A) to adopt the terms of any other interconnection agreement, regulation (where the regulation (or order adopting such regulation) acknowledges that parties may negotiate terms that differ from the relevant terms of such regulation), order (including, without limitation, an order establishing a rule of general applicability where such order of general applicability acknowledges that parties may negotiate terms that differ from the relevant terms of such order), arbitration award, or the like relating to the subject matter of this Amendment; or (B) to seek through negotiation, arbitration, or otherwise terms or provisions that would modify, replace, alter or otherwise change the terms and provisions of this Amendment prior to February 2, 2010, and (ii) the Parties agree that, if they establish a new or replacement interconnection agreement(s) beyond the Interconnection Agreement, they shall implement the terms of this Amendment into such new or replacement interconnection agreement(s).

(b) Notwithstanding Section 8(a) above, any other provision of the Amended Agreement, or otherwise, either Party may, with sixty (60) days written notice given no earlier than December 2, 2009, terminate the terms of this Amendment (the effective date of such termination may be referred to herein as the "Termination Date"). In the event of such termination: (i) if, as of the Termination Date, the Interconnection Agreement remains effective between the Parties and has not been replaced by a new or replacement interconnection agreement, the terms of the Interconnection Agreement, excluding the terms of this Amendment, shall govern as to the matters set forth herein until such time as the Interconnection Agreement is replaced by a new or successor interconnection agreement; and (ii) if, as of the Termination Date, the Interconnection Agreement has been replaced by an interconnection agreement adopted pursuant to Section 252(i) of the Act or other provision of applicable law (an "Adopted Replacement Agreement") that remains effective between the Parties, the terms of such Adopted Replacement Agreement, excluding the terms of this Amendment, shall govern as to the matters set forth herein until such time as such Adopted Replacement Agreement is replaced by a new or successor interconnection agreement. If the Parties enter into a voluntarily negotiated interconnection agreement that becomes effective prior to February 2, 2010, the terms of such voluntarily negotiated Interconnection Agreement, including those terms addressing the matters set forth in this Amendment, shall govern during the period that such interconnection agreement is effective. Notwithstanding anything set forth in this Section 8, either Party's termination of the terms of this Amendment pursuant to this Section 8 shall not be deemed to permit either Party: (i) to bill the other Party for any amount that, prior to the Termination Date, the billing Party was barred from billing to the other Party under Section 3 above, or (ii) to dispute any amount that the Party, prior to the termination date, was barred from disputing under Section 5 above.

(c) Neither Party hereby waives any other rights accorded to it under applicable law, except to the extent expressly stated in this Amendment. Subject to and without limiting the provisions of Section 2 of this Attachment, nothing in this Amendment should be construed or interpreted as limiting in any way either Party's rights to pursue in any forum regulatory or

legislative reform and/or changes to applicable law.

9. Cure Notice to Broadview Under Section 7(b) of this Amendment.

(a) The Cure Notice required under Section 7(b) of this Amendment must be in writing and sent by (i) certified mail, with return receipt requested or (i) Federal Express or other overnight service. Any Cure Notice provided under (i) or (ii) of the preceding sentence shall be deemed effective when received or refused.

(b) Any Cure Notice provided under Section 9(a) above shall also be transmitted by email, which email shall not constitute notice. The requirement for an email transmission under this section shall be deemed satisfied when sent to the email addresses identified under Section 9(c) below, regardless of whether Broadview actually receives the email. Broadview is responsible for notifying Verizon, by written notice pursuant to the notice provisions of the Interconnection Agreement, of any change in the email addresses or other Broadview contact information identified under Section 9(c) below. Verizon shall not be deemed to have actual or constructive knowledge of any change to the email addresses or other Broadview contact information identified under Section 9(c) below if Broadview did not provide Verizon written notice of such change in accordance with the notice provisions of the Interconnection Agreement.

(c) Broadview Contacts for the Cure Notice:

Rebecca Sommi
Senior Vice President – Operations Support
Broadview NP Acquisition Corp.
400 Horsham Road, Suite 130
Horsham, Pennsylvania 19044
Phone: (215) 293-8715
Email: rsommi@broadviewnet.com

With a copy to (which shall not constitute notice):

Charles C. Hunter
Executive Vice President and General Counsel
Broadview NP Acquisition Corp.
800 Westchester Avenue, Suite N-501
Rye Brook, New York 10573
Phone: (914) 922-7589
Email: chunter@broadviewnet.com

With a copy to (which shall not constitute notice):
James Lennon
Managing Director – Cost Assurance
744 Broad Street, 10th Floor

Newark, NJ 07102
Phone: 973.848.8824
Email: jlennon@broadviewnet.com

APPENDIX A

Broadview Networks, Inc.
Broadview Networks of Virginia, Inc.
Broadview Networks of Massachusetts, Inc.
BridgeCom International, Inc.
TruCom Corporation