

Victor D. Del Vecchio
Assistant General Counsel



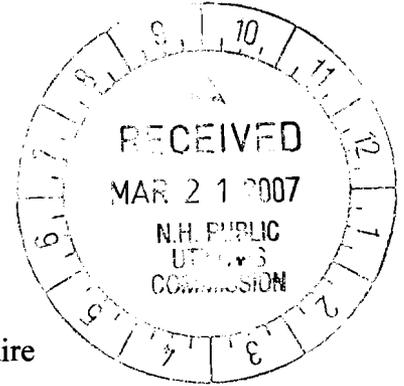
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March 20, 2007

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 Choice One Communications of New Hampshire Inc.

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. 2 to the interconnection agreement between Verizon New Hampshire and Choice One Communications of New Hampshire Inc.

Questions that the Commission or interested persons may have regarding the filing should be directed to me or to Choice One Communications' representative:

Gregory Kennan, Esquire
One Communications
24 Albion Road, Suite 230
Lincoln, RI 02865
Tel: (401) 834-3326

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

cc: Gregory Kennan, Esquire

DISTRIBUTED

DOCKET

AMENDMENT

to

INTERCONNECTION AGREEMENTS

THIS AMENDMENT (“Amendment”), effective as of February 2, 2007 (the “Amendment Effective Date”), amends each interconnection agreement in the Verizon East service territory (as listed in Attachment 1 hereto) between a Verizon incumbent local exchange carrier (“ILEC”) affiliate (individually and, collectively, “Verizon” or the “Verizon Parties”) and a competitive local exchange carrier (“CLEC”) affiliate of One Communications Corp. (individually and, collectively, “One Communications” or the “One Communications Parties”) (such interconnection agreements being referred to herein individually as an “Interconnection Agreement” and collectively as the “Interconnection Agreements”). This Amendment also supplements, in the State of New York, the arrangements under which Verizon and Choice One Communications of New York Inc. (“Choice One NY”) are operating. Verizon and One Communications are referred to herein individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, Verizon and One Communications are Parties to the Interconnection Agreements; and

WHEREAS, One Communications or one or more of its affiliates is a party in *A.R.C. Networks Inc., et al., v. Verizon New York Inc.*, NYPSC Case No. 04-C-0882 (the “A.R.C. Complaint Proceeding”) in which the complainants alleged various issues regarding Verizon’s billing and collections practices and sought certain relief from the New York Public Service Commission (“NY PSC”); and

WHEREAS, Verizon subsequently filed an answer in the A.R.C. Complaint Proceeding in which Verizon, among other things, disputed the validity of the complainants' claims and asserted that the relief sought by the complainants would be unlawful and/or unnecessary; and

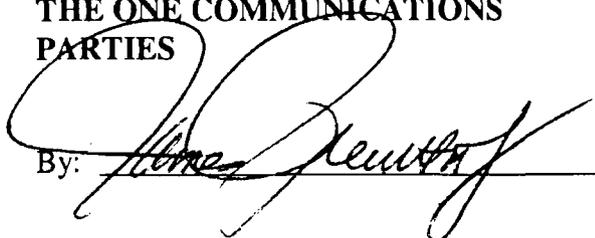
WHEREAS, the Parties have agreed on a resolution of the issues raised in the A.R.C. Complaint Proceeding and wish to amend the Interconnection Agreements (and, in the case of Choice One NY, in the State of New York, also wish to supplement the arrangements under which Verizon and Choice One NY are operating) to reflect their agreements on certain billing and related matters associated with Services as set forth in Attachment 2 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:

SIGNATURE PAGE

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

**THE ONE COMMUNICATIONS
PARTIES**

By: 

Printed: James P. Prenetta, Jr.

Title: Executive Vice President, Secretary, and
General Counsel

Date: 2-9-07

THE VERIZON PARTIES

By: _____

Printed: Jeffrey A. Masoner

Title: Vice President – Interconnection Services
Policy & Planning

Date:

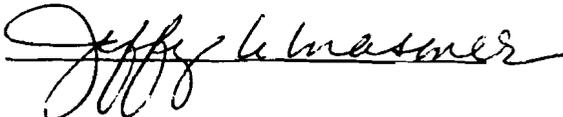
SIGNATURE PAGE

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

THE ONE COMMUNICATIONS PARTIES

THE VERIZON PARTIES

By: _____

By: 

Printed: James P. Prenetta, Jr.

Printed: Jeffrey A. Masoner

Title: Executive Vice President, Secretary, and General Counsel

Title: Vice President – Interconnection Services Policy & Planning

Date:

Date: 2/9/07

of such Adopting CLEC as of the effective date of such adoption.

(g) “Invoice” shall have the meaning set forth in Section 3 of this Attachment 2.

(h) “Service” means reciprocal compensation, intercarrier compensation, 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(s) (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating); provided, however, notwithstanding any other provision of this Amendment, switched access services and special access services (in each case, be they intrastate or interstate, and be they offered under tariffs or contracts) are not included within the Services covered by this Amendment.

2. Preconditions.

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

(a) Subject to Section 3(a) below, neither Verizon nor One Communications shall 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, any pleadings, comments, letters, *ex parte* communications, or other filings (“Comments”) with (nor shall it meet or otherwise communicate with any representatives of) any court or regulatory agency in the States identified in Section 6 of the Amendment, opposing or challenging a Party’s right or practice of billing retrospectively or limiting Billing Claims (as defined in this Amendment), in accordance with the terms of this Amendment, for Services that a Party has provided (or might provide) to the other Party. For the avoidance of any doubt, nothing herein limits the ability of One Communications or Verizon to contest or challenge the other Party’s Invoices for reasons other than the length of time between the date the charges were incurred for a Service and the date the associated Invoice is rendered.

(b) Subject to Section 3(a) below, to the extent Verizon or One Communications, prior to the Amendment Effective Date (or, in the case of an Adopting CLEC, the effective date of such adoption), filed any Comments with any court or regulatory agency in the States identified in Section 6 of the Amendment, in which Verizon or One Communications made statements or allegations opposing or challenging any right or practice described in Section 2(a) above for Services that Verizon or CLEC has provided (or might provide) to the other Party, Verizon or One Communications shall, within ten (10) calendar days after the Amendment Effective Date, withdraw with prejudice, expressly and in writing, any such Comments and shall otherwise cooperate with the other Party in making known to such court or regulatory agency that Verizon or One Communications does not oppose or challenge such right or practice. Without limiting the preceding sentence, Verizon and One Communications each authorizes the other Party to represent to any such court or regulatory agency with respect to Services that a Party has provided (or might provide) to the other Party that Verizon or One Communications does not oppose or challenge any such right or practice. The foregoing requirements of this Section 2(b) shall also apply (without limitation of any other remedies that

may be available in the event Verizon or One Communications, inadvertently or otherwise, files after the Amendment Effective Date (or, in the case of an Adopting CLEC, the effective date of such adoption) any Comments in violation of Section 2(a) above.

(c) In the event any third party CLEC or provider files or has filed any Comments with any court or regulatory agency in the States identified in Section 6 of the Amendment, in which the third party CLEC or provider opposes or challenges any Verizon or One Communications right to bill retrospectively, or to limit Billing Claims, or any Verizon or One Communications practice of billing retrospectively or limiting Billing Claims, for services that are or have been provided pursuant to an interconnection agreement between such third-party CLEC or provider and Verizon or One Communications, or pursuant to a tariff for services under Section 251 of the Act, neither Verizon nor One Communications shall participate, directly or indirectly, in any related proceeding before such court or regulatory agency unless, for the avoidance of any doubt, such opposition or challenge is with respect to such services that Verizon or One Communications, as the case may be, has provided (or might provide).

3. General Requirements.

(a) This Amendment sets forth terms and conditions under which the Parties shall issue, on or after the Amendment Effective Date, all Invoices (as defined in subsection (b) below) for Services provided under the Interconnection Agreement(s), as well as terms and conditions for payment of such Invoices. For the avoidance of any doubt and notwithstanding any other provision of this Amendment, this Amendment does not address or affect in any way a Party's rights or obligations with respect to (i) any Invoices issued by the Parties prior to the Amendment Effective Date or (ii) any settlements that the Parties may have entered into prior to the Amendment Effective Date. As such, e.g., with respect to subsection (i) directly above, none of the Backbill Amount Limitations defined in Section 3(d) below, the Billing Claims limitations described in Section 5 below, or the requirements of Sections 2(a) and 2(b) above shall apply to Invoices issued prior to the Amendment Effective Date.

(b) Except as may otherwise be provided in this Amendment, each Party shall provide to the other Party, on a monthly basis, an itemized statement of charges incurred by the other Party during the preceding month(s) for Services rendered under the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating) (an "Invoice"). Such Invoices shall include: (i) non-usage sensitive charges incurred for the period beginning with the current Bill Date and extending up to, but not including, the next Bill Date (provided, however, that this provision shall not have the effect of limiting any right the billing Party may have to bill in advance for non-recurring charges for a Service that is performed outside of the foregoing time period (e.g., special construction charges)), (ii) any known, non-usage sensitive charges not yet billed (whether unbilled or underbilled) for a prior period(s), provided that the billing for such prior period(s) does not exceed the Backbill Amount Limitations set forth in Section 3(d) below (as applicable, based on the terms of Section 3(d)(iii)), (iii) usage sensitive charges incurred for the period beginning with the last Bill Date and extending up to, but not including, the current Bill Date, (iv) any known usage sensitive charges not yet billed (whether unbilled or underbilled) for prior periods, provided that the billing for such prior period(s) does not exceed the Backbill

Amount Limitations set forth in Section 3(d) below (as applicable, based on the terms of Section 3(d)(iii)) and (v) any applicable, known adjustments not yet applied.

(c) Each Invoice shall set forth the quantity and description, as applicable, of the Services provided, and comply with any other requirements of the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating) and this Amendment.

(d) Each Party may send Invoices to the other Party containing amounts found to be unbilled or underbilled for prior billing periods (“Backbill Amounts”) subject to the following limitations (collectively referred to as the “Backbill Amount Limitations”):

(i) Subject to the exceptions set forth in Section 3(d)(iii) below, (A) 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 and (B) 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, but subject to the exceptions set forth in Section 3(d)(iii) below, if the billing Party does not submit invoices to the billed Party within twenty-four (24) months after the date the charges were incurred, the billing Party unconditionally and irrevocably waives any rights it might have to bill for or collect the subject charges. Subject to the exceptions set forth in Section 3(d)(iii) below, the foregoing waiver shall apply to all Backbill Amounts as to which the billing Party failed to provide an Invoice in accordance with the requirements of this section (such requirements including, but not limited to, the twenty-four (24) month limitation set forth above), regardless of whether such Backbill Amounts fall in the same class of charges as amounts with respect to which the billing Party provided Invoices in accordance with the requirements of this section. Subject to the exceptions set forth in Section 3(d)(iii) below, the foregoing Backbill Amount Limitations 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(d), charges shall be deemed incurred (A) for Services charged on a usage-sensitive basis, upon the date recording of such usage occurred (or should have occurred) and (B) for all other Services, upon the first day of the billing cycle in which the billing Party provided such Services.

(ii) Notwithstanding any other provision of this Amendment, any Invoices containing Backbill Amounts that the billing Party may submit to the billed Party after the expiration or termination of this Amendment, which amounts are with respect to charges incurred prior to such expiration or termination of the Amendment, shall be subject to the Backbill Amount Limitations defined in Section 3(d)(i) above (together with the exceptions thereto, if applicable, set forth in Section 3(d)(iii) below).

(iii) Notwithstanding any other provision of the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating) or this Amendment, the billing Party may send Invoices containing Backbill Amounts for charges incurred by the billed Party earlier than provided for under the Backbill Amount Limitations defined in Section 3(d)(i) 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 the Backbill Amount Limitations defined in Section 3(d)(i) above), under any of the following circumstances:

(A) if 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, or intentional misconduct of the billed Party or its agents, including, without limitation, fraud, misrepresentation, or intentional alteration (or non-provision) of call records;

(B) if the failure to bill or underbilling was caused by a fire, flood, or other occurrences attributable to an act of God; or

(C) if the failure to bill or underbilling was caused by a strike or similar work stoppage (“Work Stoppage”) during the final six (6) months of the 24-month Backbill Amount Limitations period defined in Section 3(d)(i) above, in which case the Backbill Amount Limitations defined in Section 3(d)(i) above shall be tolled for a period equal to the duration of the Work Stoppage.

(iv) A Party shall extend, upon written request, the time for payment of charges on a backbill issued to the other Party (a) to sixty (60) days if billed six (6) months or more but less than twelve (12) months after the date charges were incurred for the Service or (b) to ninety (90) days if billed twelve (12) months or more but less than twenty-four (24) months after the date charges were incurred for the Service. Late payment charges will not be assessed on backbilled charges invoiced six (6) months or more after the date charges for the Service are incurred until after passage, without payment, of the sixty (60) or ninety (90) day period, whichever applies.

4. Billing and Payment of Charges.

Verizon’s and One Communications’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 Verizon’s or One Communications’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. Payments shall be transmitted by electronic funds transfer.

5. Billing Disputes.

(a) If any portion of an amount billed by a Party under the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating) 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 limited to, the twenty-one (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. 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 (including, without limitation, amounts that are not paid by the Disputing Party where the dispute is resolved in favor of 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 of this Attachment.

(b) 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 applicable Amended Agreement (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating), provided however, Verizon and One Communications agree that neither Verizon nor One Communications will make claims against the other Party or any affiliate of the other Party in any court, regulatory commission, arbitration tribunal, or other forum in the States identified in Section 6 of the Amendment, (a “Billing Claim”), 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.

(c) 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 an Amended Agreement (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating) to contest its obligation to pay any amounts allegedly owed under such Amended Agreement (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating) or to seek a refund for any amount paid. In the event a Billing Claim is resolved in a manner that entitles the Disputing Party to bill credits, the billing Party shall provide any appropriate bill credits to the Disputing Party within sixty (60) days of incurring the obligation to provide such credits. If the Disputing Party paid the billing Party the Disputed Amount prior to resolution of the Billing Claim in the Disputing Party’s favor, the billing Party shall refund, within sixty (60) days of incurring the obligation to make such refund, the amount paid by the Disputing Party (and resolved in its favor), together with interest thereon at a rate of one-and-one-half per cent (1.5%) per month from the date that the Disputing Party paid such amount to the billing Party until the date the

billing Party refunds such amount to the Disputing Party.

(d) Notwithstanding any other provision of this Amendment, any Invoices for Services containing amounts that the billing Party may submit to the billed Party after the expiration or termination of this Amendment, which amounts are with respect to charges incurred prior to such expiration or termination of the Amendment, shall be subject to the Billing Claims limitations set forth in this Section 5.

6. Late Payment Charges.

If either Party fails to remit a payment (including, without limitation, a Late Payment Charge) for any undisputed 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, or if a Party disputes (and does not pay) a charge that is later resolved in the billing Party's favor, then a late payment penalty ("Late Payment Charge") shall be assessed. No other late payment fee applies to overdue amounts. 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. In the case of a charge that the Disputing Party disputes, but which charge is resolved in the billing Party's favor, the foregoing Late Payment Charge shall accrue from and after the payment Due Date in the original Invoice for the amounts that were disputed until the Billing Party receives the subject payment.

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 One Communications shall provide to Verizon, adequate assurance of payment of amounts due (or to become due) to Verizon under the Amended Agreement in the applicable State (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating).

(b) Upon request by Verizon, One Communications shall, at any time and from time to time, provide to Verizon adequate assurance of payment of amounts due (or to become due) to Verizon hereunder if (i) One Communications in any two (2) months out of any twelve (12) consecutive month period fails to pay when due to Verizon amounts not subject to a bona fide dispute (including, without limitation, such past due amounts from previous billing periods) that in total equal or exceed five percent (5%) of the total amount not subject to a bona fide dispute 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 or (ii) One Communications 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 or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. Unless otherwise agreed 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 an amount equal to two (2) months anticipated charges (including, without limitation, both recurring and non-recurring charges in the State in question), as determined by the most recent two (2) months billings (but not including Backbill Amounts), for the Services, facilities or arrangements to be provided by Verizon to One Communications in connection with the Interconnection Agreement(s) (or, in the case of Choice One NY, in the State of New York, the arrangements under which Verizon and Choice One NY are operating). Verizon may (but is not obligated to) draw on the letter of credit upon notice to One Communications in respect of any amounts not subject to a bona fide dispute billed hereunder that are not paid within thirty (30) days of the date of the applicable statement of charges prepared by Verizon. The fact that a letter of credit is requested by Verizon hereunder shall in no way relieve One Communications from its obligations to pay for Services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of service for nonpayment of any sums (not subject to a bona fide dispute) due to Verizon for the Services, facilities or arrangements rendered.

(c) If One Communications 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 One Communications, Verizon shall return to One Communications such assurance of payment.

8. Waiver of Rights; Successor Terms.

(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 1, 2010, under the Act (including, but not limited to, under Section 252(i) thereof), under any other applicable law, under the Interconnection Agreement(s), or otherwise (i) to adopt the terms of any other interconnection agreement, law, regulation, order, arbitration award or the like relating to the subject matter of this Amendment; or (ii) 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; provided, however, that, for the avoidance of any doubt, nothing in this Section 8(a) shall prohibit a Party from adopting an interconnection agreement if otherwise permitted under applicable law, provided, that, in accordance with Section 8(b) below, the terms of this Amendment shall apply to and amend such adopted interconnection agreement as to the matters set forth herein for the duration of the period set forth in Section 8(b) below (as it applies in the case of an Adopted Replacement Agreement).

(b) Notwithstanding Section 8(a) above, any other provision of the Amended Agreement, or otherwise (but subject to Section 7 of the Amendment), either Party may, with nine (9) months written notice given no earlier than May 1, 2009, terminate the terms of this Amendment (the effective date of such termination, which shall not be before February 1, 2010, being the "Termination Date" and the date of provision of such notice being the "Termination Notice Date"). In the event of such termination: (i) if, as of the Termination Date, the Interconnection Agreement (or, in the case of Choice One NY, in the State of New York, the arrangement under which Verizon and Choice One NY are operating) remains effective between the Parties and has not been replaced by a new or successor interconnection agreement, the terms

of the Interconnection Agreement (or, in the case of Choice One NY, in the State of New York, the arrangement under which Verizon and Choice One NY are operating), excluding the terms of this Amendment, shall govern as to the matters set forth herein until such time as the Interconnection Agreement (or, in the case of Choice One NY, in the State of New York, the arrangement under which Verizon and Choice One NY are operating) is replaced by a new or successor interconnection agreement; (ii) if, as of the Termination Date, the Interconnection Agreement (or, in the case of Choice One NY, in the State of New York, the arrangement under which Verizon and Choice One NY are operating) 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. If a Party provides notice of termination of this Amendment, in accordance with the terms of this Section, each Party on and after the Termination Notice Date, may in writing initiate negotiations under Sections 251 and 252 of the Act for terms to replace the terms set forth in this Amendment.

(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.

