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January 21, 2015

Ms. Carlotta S. Stauffer  
Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

Re: Approval of Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida and XO Communications Services, LLC f/k/a XO Communications Services, Inc.

Dear Ms. Stauffer:

Please find attached for filing and approval an Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida and XO Communications Services, LLC f/k/a XO Communications Services, Inc.

The underlying agreement was filed on December 5, 2002 in Docket Number 011119-TP.

If you have any questions regarding this filing, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Janet Arnold".

Attachment

**AMENDMENT**

**BETWEEN**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA**

**AND**

**XO COMMUNICATIONS SERVICES, LLC**



Signature: *D.P.M.*

Name: Donald P. MacNeil  
 (Print or Type)

Title: CO  
 (Print or Type)

Date: 12/24/14

XO Communications Services, LLC

Signature: *Patrick Doherty*

Name: Patrick Doherty  
 (Print or Type)

Title: Director - Regulatory  
 (Print or Type)

Date: 1-5-15

BellSouth Telecommunications, LLC d/b/a AT&T  
 FLORIDA by AT&T Services, Inc., its authorized  
 agent

State	Resale OCN	ULEC OCN	CLEC OCN
FLORIDA	6100, 8414	9776,423B	6100, 2889

Description	ACNA Code(s)
ACNA(s)	AFY, TQW

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
XO COMMUNICATIONS SERVICES, LLC  
AND  
BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT&T FLORIDA**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, Inc. d/b/a **AT&T FLORIDA** ("**AT&T FLORIDA**") and XO Communications Services, LLC ("**CLEC**"). **AT&T FLORIDA** and **CLEC** are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, **AT&T FLORIDA** and **CLEC** are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated October 25, 2002 and as subsequently amended (the "Agreement"); and

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and Exhibit A and Exhibit B Pricing Sheet immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Parties agree to add the following definitions to the General Terms and Conditions of the Interconnection Agreement:

**"Accessible Letter(s)"** means the correspondence used to communicate pertinent information regarding **AT&T SOUTHEAST REGION 9-STATE** to the **CLEC** community and is (are) provided via posting to the **AT&T CLEC** Online website.

**"AT&T SOUTHEAST REGION 9-STATE"** – the **AT&T** owned **ILEC** doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

**"Business Day"** means Monday through Friday, excluding holidays on which the applicable **AT&T SOUTHEAST REGION 9-STATE** **ILEC** does not provision new retail services and products.

**"Notice"** is official correspondence between the Parties sent in accordance with Notice Section 22 of this General Terms and Conditions.

**"Party"** means either **CLEC** or the **AT&T** owned **ILEC**; use of the term "Party" includes each of the **AT&T** owned **ILEC(s)** that is a Party to this Agreement. "Parties" means both **CLEC** and the **AT&T** owned **ILEC**.

**"Third Party"** is any Person other than a Party.

3. The Parties agree to add Exhibit A Intercarrier Compensation for Wholesale Local Switching as Exhibit F to Attachment 3 of the Agreement.
4. The Parties agree to add the rates for Local Interconnection (Call Transport and Termination) for Wholesale Local Switching in **AT&T SOUTHEAST REGION 9-STATE** as set forth in Exhibit B, the **AT&T** Pricing Sheet(s) for the State(s) of Florida.
5. The Parties agree to replace Section 22 of the General Terms and Conditions to the Agreement with the following language:

22. Notices

22.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and shall be pursuant to at least one of the following methods:

22.1.1 delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.

22.2 Notices will be deemed given as of the earliest of:

- 22.2.1 the date of actual receipt;
- 22.2.2 the next Business Day when sent via express delivery service;
- 22.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or

22.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Gegi Leeger Director - Regulatory Contracts and Privacy Compliance
STREET ADDRESS	13865 Sunrise Valley Drive
CITY, STATE, ZIP CODE	Herndon, VA 20171
PHONE NUMBER*	(703) 547-2109
FACSIMILE NUMBER	(703) 547-3694
EMAIL ADDRESS	gegi.leeger@xo.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 9th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

\*Informational only and not to be considered as an official notice vehicle under this Section.

22.4 Either Party may unilaterally change its designated contact name, address, for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 22. Unless explicitly stated otherwise, any change to the designated contact name, address, and/or email address will replace such information currently on file. Any Notice to change the designated contact name, address, and/or email address, for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

6. The Agreement is hereby amended to reflect the name change from "XO Communications Services, Inc." to "XO Communications Services, LLC".

6.1 **AT&T-21STATE** shall reflect that name change from "XO Communications Services, Inc." to "XO Communications Services, LLC" only for the main billing account (header card) for each of the accounts previously billed to XO Communications Services, Inc. **AT&T-21STATE** shall not be obligated, whether under this Amendment or otherwise, to make any other changes to **AT&T-21STATE**'s records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, XO Communications Services, LLC affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by XO Communications Services, Inc. with **AT&T-21STATE** for those accounts and the services and items provided and/or billed thereunder or under the Agreement.

- 6.2 Once this Amendment is effective, XO Communications Services, LLC shall operate with **AT&T-21STATE** under the "XO Communications Services, LLC" name for those accounts. Such operation shall include, by way of example only, submitting orders under XO Communications Services, LLC, and labeling equipment and facilities installed on AT&T premises after the effective date of this amendment with XO Communications Services, LLC. Any change in CLEC's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only CLEC's name is changing, and no CLEC Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a CLEC Name Change under this Section. For any CLEC Name Change, CLEC is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. CLEC must submit the appropriate service request to **AT&T-21STATE** to update CLEC's name on all applicable billing accounts (BANs), and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should CLEC desire to change its name on individual circuits and/or End User records, CLEC must submit the appropriate service request(s) to **AT&T-21STATE** to update CLEC's name on individual circuits and/or End User records, and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
9. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
10. This Amendment shall be filed with and is subject to approval by the state Commission and shall become effective ten (10) days following approval by such Commission.

## 1.0 Inter-carrier Compensation for Wholesale Local Switching Traffic

- 1.1 Where CLEC purchases local switching from AT&T SOUTHEAST REGION 9-STATE either on a stand alone basis or in combination pursuant to the terms of a separately negotiated commercial agreement (herein after referred to as "Wholesale Local Switching" or "switching on a wholesale basis"), CLEC shall establish agreements with and will deal directly with Third Party carriers, such as independent companies, ILECs, CMRS or wireless carriers and other CLECs, for purposes of reciprocal compensation for calls originated by or terminated to the End Users served by such arrangements. AT&T SOUTHEAST REGION 9-STATE is required to provide CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this Section.
- 1.2 The following inter-carrier compensation terms shall apply to all traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC when CLEC purchases Wholesale Local Switching.
- 1.2.1 For calls terminating to third parties, such as other CLECs, wireless carriers and independent companies, CLEC shall establish agreements with and will deal directly with third party carriers for purposes of inter-carrier compensation for calls originated by or terminated to the End Users served by such arrangements. If CLEC does not have such an agreement with a third party carrier and AT&T SOUTHEAST REGION 9-STATE is charged termination charges by a third party terminating a call originated by CLEC, or if such third party carrier bills AT&T SOUTHEAST REGION 9-STATE for terminating such calls, despite the existence of such an agreement, then AT&T SOUTHEAST REGION 9-STATE may, at its option:
- 1.2.1.1 Pay such charges as billed by the third party carrier and charge End Office Switching or its equivalent to CLEC as set forth in the pricing schedule; or
- 1.2.1.2 Pay such charges as billed by the third party carrier and CLEC will reimburse the full amount of such charges within thirty (30) days of AT&T SOUTHEAST REGION 9-STATE's request for reimbursement.
- 1.2.2 The following reciprocal compensation terms shall apply to all traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC when CLEC purchases local switching from AT&T SOUTHEAST REGION 9-STATE on a wholesale basis.
- 1.2.2.1 For intra-switch Wholesale Local Switching Traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.
- 1.2.3 For inter switch 7 or 10-digit dialed Wholesale Local Switching Traffic originated by CLEC, inter-carrier compensation shall apply as follows:
- 1.2.3.1 For inter-switch Wholesale Local Switching Traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC where CLEC's End User originates a call that is terminated to an AT&T SOUTHEAST REGION 9-STATE End User or to an End User served by AT&T SOUTHEAST REGION 9-STATE resold services in the AT&T SOUTHEAST REGION 9-STATE area, CLEC shall compensate AT&T for such traffic at the End Office Switching rate or its equivalent as set forth in the Pricing Schedule.
- 1.2.3.2 For calls originated by a third party and terminating to CLEC where such CLEC purchases Wholesale Local Switching from AT&T SOUTHEAST REGION 9-STATE to provide service to its End User, AT&T SOUTHEAST REGION 9-STATE shall charge the originating CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule at the terminating end office. AT&T SOUTHEAST REGION 9-STATE shall not charge the terminating CLEC for End Office Switching or its equivalent at the terminating end office.
- 1.2.4 For inter switch 7 or 10-digit dialed Wholesale Local Switching Traffic terminated by CLEC, inter-carrier compensation shall apply as follows:
- 1.2.4.1 For calls originated by an AT&T SOUTHEAST REGION 9-STATE End User or by an End User served by AT&T SOUTHEAST REGION 9-STATE resold services, AT&T SOUTHEAST REGION 9-STATE shall not charge CLEC for End Office Switching at the terminating end office
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- for use of the network component; therefore, CLEC may not charge AT&T SOUTHEAST REGION 9-STATE intercarrier compensation or any other charges for termination of such calls.
- 1.2.4.2 For calls originated by a third party CLEC where such CLEC purchases Wholesale Local Switching from AT&T SOUTHEAST REGION 9-STATE to provide service to its End User, AT&T SOUTHEAST REGION 9-STATE shall not charge CLEC for End Office Switching at the terminating end office for use of the network component; therefore, CLEC shall not charge the originating CLEC or AT&T SOUTHEAST REGION 9-STATE intercarrier compensation or any other charges for termination of such calls.
- 1.2.5 For intraLATA 1+ dialed Wholesale Local Switching Traffic terminating to CLEC where the originating carrier uses AT&T SOUTHEAST REGION 9-STATE's Carrier Identification Code (CIC) for its End User's LPIC, then intercarrier compensation shall apply as follows:
- 1.2.5.1 For calls originated by an AT&T SOUTHEAST REGION 9-STATE End User or by an End User served by AT&T SOUTHEAST REGION 9-STATE resold services, AT&T SOUTHEAST REGION 9-STATE shall charge CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule at the terminating end office for use of the end office switching network components used in terminating such calls. CLEC may charge AT&T SOUTHEAST REGION 9-STATE for intercarrier compensation at the rate for End Office Switching or its equivalent as set forth in the Pricing Schedule. CLEC shall not charge originating or terminating switched access rates to AT&T SOUTHEAST REGION 9-STATE for termination of those calls.
- 1.2.6 For intraLATA 1+ dialed Wholesale Local Switching Traffic originated by CLEC where CLEC uses AT&T SOUTHEAST REGION 9-STATE Carrier Identification Code (CIC) for its End User's Local Preferred Interexchange Carrier (LPIC), intercarrier compensation shall apply as follows:
- 1.2.6.1 For calls terminating to AT&T SOUTHEAST REGION 9-STATE or to an End User served by AT&T SOUTHEAST REGION 9-STATE resold services, AT&T SOUTHEAST REGION 9-STATE shall charge CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule.
- 1.2.6.2 For calls terminating to a third party LEC where such LEC is utilizing AT&T SOUTHEAST REGION 9-STATE Wholesale Local Switching to provide service to its End User, AT&T SOUTHEAST REGION 9-STATE shall charge CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule. AT&T SOUTHEAST REGION 9-STATE will not charge the terminating LEC for End Office Switching at the terminating end office. In the event that AT&T SOUTHEAST REGION 9-STATE is charged terminating charges by the LEC, AT&T SOUTHEAST REGION 9-STATE may pay such charges and CLEC will reimburse AT&T SOUTHEAST REGION 9-STATE the full amount of such charges within thirty (30) days following AT&T SOUTHEAST REGION 9-STATE's request for reimbursement.
- 1.2.7 For calls originated by or terminating to interexchange carriers (IXCs) through a switched access service arrangement, CLEC may bill the IXC in accordance with the CLEC's tariff and will not bill AT&T SOUTHEAST REGION 9-STATE any charges for such calls. CLEC shall pay AT&T SOUTHEAST REGION 9-STATE applicable charges for the use of AT&T SOUTHEAST REGION 9-STATE's network in accordance with the rates set forth in the Pricing Schedule.
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PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESAL LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Switching Function, Per MOU				0.0007662			MOU