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June 13, 2018

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Beth Salak, Director  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

RE: Interconnection Agreement between  
Frontier Florida LLC and  
PaeTec Communications, LLC  
Amendment No. 3

Dear Ms. Stauffer:

Attached is Amendment No. 3 to Interconnection Agreement between Frontier Florida LLC and PaeTec Communications, LLC.

The original Interconnection Agreement was approved under Docket No. 980892; Amendment No.1 approved under Docket No. 080583 and Amendment No. 2 approved under Docket No. 080584.

If you have any questions, or require additional information, please do not hesitate to contact me at 304-325-1688.

Sincerely,

*s/Angela McCall*

Angela McCall  
Manager – Government & External Affairs

Enclosure – Amendment No. 3 to Interconnection Agreement

### AMENDMENT 3

#### TO THE

#### INTERCONNECTION AGREEMENT

This Amendment (this "Amendment"), effective upon signature of the Parties (the "Amendment Effective Date"), amends the Interconnection Agreement ("Agreement") by and between Frontier Florida LLC ("Frontier") and PaeTec Communications, LLC f/k/a PaeTec Communications, Inc. ("PaeTec"). Frontier and Paetec are hereinafter referred to individually as a "Party" and collectively as the "Parties". This Amendment only covers the services addressed herein that Frontier provides in its operating territory in the state of Florida.

#### WITNESSETH:

**WHEREAS**, Frontier and PaeTec are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), pursuant to an adoption letter dated October 26, 1998 (the "Adoption Letter"), PAETEC adopted in the State of Florida, the interconnection agreement between KMC Telecom III LLC and Verizon that was approved by the Florida Public Service Commission (such Adoption Letter and underlying adopted interconnection agreement referred to herein, together with any amendment(s) thereto, collectively being the "Agreement"); and

**WHEREAS**, FCC 11-161, ("USF/ICC Transformation Order") released by the Federal Communications Commission ("FCC") on November 18, 2011, as such order may be revised, reconsidered, modified or changed in the future, orders that Reciprocal compensation rates in this Agreement will be phased down.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Amendments to Interconnection Agreements.** The Interconnection Agreement is amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement or a Frontier Tariff.
  - 1.1 **Reciprocal Compensation.** As of the Amendment Effective Date, Reciprocal compensation rates in this Interconnection Agreement will immediately move to bill and keep as provided in the USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011).
  - 1.2 **VoIP Traffic.** As of the Amendment Effective Date, VoIP Traffic exchanged pursuant to the Interconnection Agreement will be governed by the default provisions of USF/ICC Transformation Order. For clarity, and subject to any future revisions, reconsiderations, modifications or changes in the USF/ICC Transformation Order, interexchange VoIP-originated traffic terminated to either Party is subject to interstate access charges, and local VoIP-originated traffic terminated to either Party is subject to the reciprocal compensation provisions of the Amended Agreement. The Parties agree access charges will comply with all FCC mirroring and default phase-down requirements.

- 1.3 Notices. All notices required under the Amended Agreement for Frontier shall be sent to the contacts listed below and includes, but is not limited to, notice for legal, regulatory, billing, tax related documents, and insurance related documents:

Contract Management  
Frontier Communications  
7979 N. Belt Line Road, MC: S1C74  
Irving, TX 75063  
Email Address: contract.management@ftr.com

With a copy to:

Legal Department - Interconnection  
Frontier Communications  
401 Merritt 7  
Norwalk, CT 06851

## 2. Miscellaneous Provisions

- 2.1 Conflict Between this Amendment and the Interconnection Agreements. This Amendment shall be deemed to revise the terms and conditions of the Interconnection Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of any of the Interconnection Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in an Interconnection Agreement, or in an 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.
- 2.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 2.3 Counterparts. This Amendment may be executed in one or more 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.
- 2.4 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 condition of this Amendment.
- 2.5 Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreement only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Interconnection Agreement shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be deemed to amend or extend the term of the Amended Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Amended Agreement.
- 2.6 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 Frontier and that, accordingly, in the event of ambiguities

in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.

- 2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

**[SIGNATURE PAGE FOLLOWS]**

**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

**PAETEC COMMUNICATIONS LLC**


By: DocuSigned by:  
S. Lynn Hughes  
6703F044126143B...

Printed: S. Lynn Hughes

Title: Director – Access Regulatory

Date: 5/24/2018

**FRONTIER FLORIDA, LLC**

By: 

Printed: Michael Daniel

Title: SVP, Carrier Services & CPE

Date: 6-11-18