

Janet Arnold Manager-Regulatory Relations AT&T Services, Inc. 220 SE 6th Ave Room 505 Topeka, KS 66603

785.276.6863 Office janet.arnold.1@att.com

FILED DEC 16, 2014 DOCUMENT NO. 06770-14 FPSC - COMMISSION CLERK

December 16, 2014

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 Business Telecom, LLC d/b/a EarthLink Business, f/k/a Business Telecom, Inc.

Dear Ms. Stauffer:

Please find attached for filing and approval the original copy of an Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida and Business Telecom, LLC d/b/a EarthLink Business, f/k/a Business Telecom, Inc.

The underlying agreement was filed on October 31, 2011 in Docket Number 110301-TP.

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

Sincerely,

Tanet Andd

Attachment

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC d/b/a AT&T FLORIDA

AND

BUSINESS TELECOM, LLC d/b/a EARTHLINK BUSINESS



Contract Id: 4419398 Signature Page/<u>AT&T-21STATE</u> Page 2 of 2 BUSINESS TELECOM, LLC d/b/a EARTHLINK BUSINESS Version: 2Q14 - 04/10/14

Signature: eSigned - Je	Signatur	Signature: eSigned - William A. Bockelman		
Name: <u>eSigned - Jean</u> (Prin	Name: <u>e</u>	Name: eSigned - William A. Bockelman (Print or Type)		
Title: VP Vendor Relati (Prin	latory Title: Di	Title: Director (Print or Type)		
Date: <u>18 Nov 2014</u>	Date: <u>18</u>	Date: 18 Nov 2014		
			IDA by AT&T Ser	cations, LLC d/b/a AT&T vices, Inc., its authorized
State	Resale OCN	ULEC OCN	CLEC OCN	
FLORIDA	7796	7795	7795	
Description	ACNA Code(s)			

ACNA(s)

BTM

AMENDMENT TO INTERCONNECTION AGREEMENT BY AND BETWEEN BELLSOUTH TELECOMMUNICATIONS, LLC d/b/a AT&T FLORIDA AND BUSINESS TELECOM, LLC d/b/a EARTHLINK BUSINESS

The Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA ("AT&T FLORIDA") and Business Telecom, LLC d/b/a EarthLink Business (f/k/a Business Telecom, Inc.), is hereby amended as follows.

WHEREAS, AT&T FLORIDA and Business Telecom, Inc. ("Business Telecom") are the parties to that certain "Interconnection Agreement" approved as of December 1, 2011 (the "Agreement"); and

WHEREAS, Business Telecom has changed its name to "Business Telecom, LLC d/b/a EarthLink Business", and wishes to reflect that name change as set forth herein.

NOW, **THEREFORE**, in consideration of the mutual promises contained herein, AT&T FLORIDA and Business Telecom, LLC d/b/a EarthLink Business hereby agree as follows:

- 1. The Agreement is hereby amended to reflect the name change from "Business Telecom, Inc." to "Business Telecom, LLC d/b/a EarthLink Business".
- 2. AT&T FLORIDA shall reflect that name change from "Business Telecom, Inc." to "Business Telecom, LLC d/b/a EarthLink Business" only for the main billing account (header card) for each of the accounts previously billed to Business Telecom. AT&T FLORIDA shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T FLORIDA'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, Business Telecom, LLC d/b/a EarthLink Business affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Business Telecom with AT&T FLORIDA for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
- 3. Once this Amendment is effective, Business Telecom, LLC d/b/a EarthLink Business shall operate with AT&T FLORIDA under the "Business Telecom, LLC d/b/a EarthLink Business" name for those accounts. Such operation shall include, by way of example only, submitting orders under Business Telecom, LLC d/b/a EarthLink Business, and labeling (including re-labeling) equipment and facilities with Business Telecom, LLC d/b/a EarthLink Business. Any change in Carrier's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only Carrier's name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Carrier Name Change under this Section. For any Carrier Name Change, Carrier 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. Carrier must submit the appropriate service request to <u>AT&T-21STATE</u> to update Carrier's name on all applicable billing accounts (BANs), and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should Carrier desire to change its name on individual circuits and/or End User records, Carrier must submit the appropriate service request(s) to <u>AT&T-21STATE</u> to update Carrier's name on individual circuits and/or End User records, and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each service request.
- 4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 6. 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.

7. 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.