DOCKET NO. 20190065-TP



Richard T. HowellArea Manager-Regulatory Relations

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FILED 3/20/2019 DOCUMENT NO. 03248-2019 FPSC - COMMISSION CLERK

March 20, 2019

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 d/b/a AT&T Southeast and GetGo Communications LLC (formerly known as Citrix Communications LLC) ("CLEC")

Ms. Stauffer:

Attached for filing and approval is an Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida d/b/a AT&T Southeast and CLEC. The underlying agreement was filed on December 27, 2013 in Docket Number 20130295-TP.

Please contact me if you have any questions regarding this filing.

Sincerely,

Richard T. Howell

Area Manager-Regulatory Relations

Archal 9. Howell

Attachment

Contract Id: 7227717

Signature Page/AT&T-21STATE Page 1 of 2 GETGO COMMUNICATIONS LLC Version: 4Q15 – 10/19/15

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA AND AT&T GEORGIA, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS

AND

GETGO COMMUNICATIONS LLC



Contract Id: 7227717

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Signature: <u>eSigned - Mark Boyles</u>	Signature: eSigned - William Bockelman	
Name: eSigned - Mark Boyles (Print or Type)	Name: eSigned - William Bockelman (Print or Type)	
7 31 7	(
Sr. Director, Dev Ops and Real Time Communication	ons Title: <u>DIR-INTERCONNECTION AGREEMENTS</u>	
(Print or Type)	(Print or Type)	
Date: <u>26 Feb 2019</u>	Date: 26 Feb 2019	
GetGo Communications LLC	BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA and AT&T GEORGIA, Illinois Bell	

BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA and AT&T GEORGIA, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T TEXAS by AT&T Services, Inc., its authorized agent

State	Resale OCN	CLEC OCN
CALIFORNIA	076H	033H
FLORIDA	076H	269H
GEORGIA	076H	329H
ILLINOIS	076H	072H
TEXAS	076H	270H

Description	ACNA Code(s)
ACNA(s)	QCX

Contract Id: 7227717

Amendment - GT&C, Name Change, Notice Update/AT&T-21STATE Page 1 of 3 GETGO COMMUNICATIONS LLC

Version: 01/04/19

AMENDMENT TO INTERCONNECTION AGREEMENT BY AND BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA AND AT&T GEORGIA, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS AND

GETGO COMMUNICATIONS LLC

The Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA and AT&T GEORGIA, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS (f/k/a Illinois Bell Telephone Company d/b/a AT&T ILLINOIS), Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T TEXAS ("AT&T CALIFORNIA, FLORIDA, GEORGIA, ILLINOIS AND TEXAS") and GetGo Communications LLC (f/k/a Citrix Communications LLC), is hereby amended as follows.

WHEREAS, AT&T and CLEC are Parties to the Agreements as shown in the attached Exhibit A; and

WHEREAS, Citrix Communications LLC has changed its name to "GetGo Communications LLC", and wishes to reflect that name change as set forth herein.

NOW, **THEREFORE**, in consideration of the mutual promises contained herein, AT&T CALIFORNIA, FLORIDA, GEORGIA, ILLINOIS AND TEXAS and GetGo Communications LLC hereby agree as follows:

- This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A –
 Interconnection Agreement, all of which are hereby incorporated in this Amendment by this reference and constitute a part
 of this Amendment.
- 2. The Agreement is hereby amended to reflect the name change from "Citrix Communications LLC" to "GetGo Communications LLC".
- 3. AT&T CALIFORNIA, FLORIDA, GEORGIA, ILLINOIS AND TEXAS shall reflect that name change from "Citrix Communications LLC" to "GetGo Communications LLC" only for the main billing account (header card) for each of the accounts previously billed to Citrix Communications LLC. AT&T CALIFORNIA, FLORIDA, GEORGIA, ILLINOIS AND TEXAS shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T CALIFORNIA, FLORIDA, GEORGIA, ILLINOIS AND TEXAS'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, GetGo Communications LLC affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Citrix Communications LLC with AT&T CALIFORNIA, FLORIDA, GEORGIA, ILLINOIS AND TEXAS for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
- 4. Once this Amendment is effective, GetGo Communications LLC shall operate with AT&T CALIFORNIA, FLORIDA, GEORGIA, ILLINOIS AND TEXAS under the "GetGo Communications LLC" name for those accounts. Such operation shall include, by way of example only, submitting orders under GetGo Communications LLC, and labeling (including re-labeling) equipment and facilities with GetGo Communications LLC. 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 AT&T-21STATE 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 AT&T-21STATE 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 of those service request(s).

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5. The Parties agree to replace Section N from the Agreement with the following language:

N. Notices

- N.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
 - N.1.1 delivered by electronic mail (email).
 - N.1.2 delivered by facsimile.
- Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
 - N.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section N.4 below.
 - N.2.2 delivered by facsimile provided CLEC has provided such information in Section N.4 below.
- N.3 Notices will be deemed given as of the earliest of:
 - N.3.1 the date of actual receipt.
 - N.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.
 - N.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.
- N.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Mark Boyles Sr. Director, Dev Ops and Real Time Communications
STREET ADDRESS	10 Exchange Place, Suite 1710
CITY, STATE, ZIP CODE	Jersey City, NJ 07302
PHONE NUMBER*	(201) 386-2213
FACSIMILE NUMBER	(201) 420-9530
EMAIL ADDRESS	Mark.Boyles@logmein.com

	AT&T CONTACT	
NAME/TITLE	Contract Management	
	ATTN: Notices Manager	
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.

N.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section N. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

Amendment - GT&C, Name Change, Notice Update/AT&T-21STATE Page 3 of 3

GETGO COMMUNICATIONS LLC

In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In

- N.6 the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section N. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.
 - N.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.
 - N.6.2 CLEC may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.
- N.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
- 6. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
- 7. This Amendment shall be deemed to revise the terms and provisions of the Agreement only 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 Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
- 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. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 11. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
- 12. For all States except California: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended.

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Exhibit A

AT&T ILEC ("AT&T")	CARRIER Old Legal Name	CARRIER New Legal Name ("CLEC")	Contract Type	Approval Date
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Citrix Communications LLC	GetGo Communications LLC	Interconnection Agreement	5/27/2013
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Citrix Communications LLC	GetGo Communications LLC	Interconnection Agreement	3/27/2014
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Citrix Communications LLC	GetGo Communications LLC	Interconnection Agreement	7/29/2014
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Citrix Communications LLC	GetGo Communications LLC	Interconnection Agreement	7/10/2013
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Citrix Communications LLC	GetGo Communications LLC	Interconnection Agreement	1/17/2014