

Richard T. Howell
Area Manager-Regulatory Relations

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DOCKET NO. 20210167-TP FILED 10/18/2021 DOCUMENT NO. 12185-2021 FPSC - COMMISSION CLERK

October 18, 2021

Adam J. Teitzman Commission Clerk Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

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 Teliax, Inc. ("CLEC")

Mr. Teitzman:

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 May 17, 2018 in Docket Number 20180119-TP.

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

Sincerely,

Richard T. Howell

Area Manager-Regulatory Relations

Richard 9. Howell

Attachment

Contract Id: 2322467

Signature Page/AT&T-21STATE Page 1 of 2 TELIAX, INC. Version: 4Q15 – 10/20/15

### **AMENDMENT**

#### **BETWEEN**

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA, AT&T GEORGIA AND AT&T NORTH CAROLINA, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS

**AND** 

**TELIAX, INC.** 



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 Signature:
 eSigned - David Aldworth
 Signature:
 eSigned - Kristen E. Shore

 Name:
 eSigned - Mame:
 eSigned - Kristen E. Shore

 (Print or Type)
 (Print or Type)

 Title:
 President and CEO (Print or Type)
 Title:

 Date:
 30 Sep 2021
 Date:
 30 Sep 2021

Teliax, Inc.

BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA, AT&T GEORGIA and AT&T NORTH CAROLINA, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, Southwestern Bell Telephone Company d/b/a AT&T TEXAS by AT&T Services, Inc., its authorized agent

Amendment – CLEC IVP OSS and LNP Partner/AT&T-21STATE PAGE 1 OF 2 Teliax, Inc.

Version: 02/08/19

# AMENDMENT TO THE AGREEMENT BETWEEN TELIAX, INC. AND

## BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA, AT&T GEORGIA AND AT&T NORTH CAROLINA, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS

This Amendment (the "Amendment") amends the Interconnection Agreements by and between BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA, AT&T GEORGIA and AT&T NORTH CAROLINA, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, Southwestern Bell Telephone Company d/b/a AT&T TEXAS ("AT&T") and Teliax, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, AT&T and CLEC are parties to Interconnection Agreements under Sections 251 and 252 of the Communications Act of 1934, as shown in the attached Exhibit A.

WHEREAS, CLEC will be providing interconnection to the PSTN on behalf of one or more interconnected VoIP providers ("IVP") in connection with the 2015 VoIP Number Access Order approved by the FCC in WC Docket No. 13-97; Numbering Policies for Modern Communications. As such, CLEC will be delivering traffic to and receiving traffic from AT&T on behalf of one or more IVPs; and

**WHEREAS**, the Parties wish to amend the Agreements, pursuant to Sections 251 and 252 of the Act, to include certain provisions relating to WC Docket No. 13-97 approved by the FCC.

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

- 1. The Recitals are incorporated into this Amendment.
- 2. "Interconnected VoIP Provider" or "IVP" as used in this Agreement is an entity as set forth in the Preamble that provides interconnected VoIP service as that term is defined in 47 U.S.C. § 153(57).
- 3. AT&T and CLEC will interconnect, exchange traffic and maintain compensation for traffic originated by or destined for an IVP as if it were traffic to or from CLEC's end users as provided for in the Agreement.
- 4. AT&T-21STATE shall route such IVP traffic destined for CLEC's directly connected end office as defined in the LERG, and CLEC shall be responsible, including financially, for any such traffic. AT&T-21STATE shall not be responsible for any misuse of CLEC's codes by IVP in the LERG.
- 5. By agreeing to exchange traffic pursuant to this Agreement, neither Party waives and each Party expressly reserves its respective advocacy positions regarding the appropriate means of interconnection, traffic exchange and intercarrier compensation for traffic exchanged between the Parties.
- 6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 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.
- 8. 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

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Amendment – CLEC IVP OSS and LNP Partner/AT&T-21STATE
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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. 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.
- 11. This Amendment shall be filed with and is subject to approval by the Respective State Commissions and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").

### Exhibit A

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Executed Date
Bellsouth Telecommunications, LLC d/b/a AT&T FLORIDA	Teliax, Inc.	ICA	5/14/2018
Bellsouth Telecommunications, LLC d/b/a AT&T GEORGIA	Teliax, Inc.	ICA	7/27/2021
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Teliax, Inc.	ICA	5/14/2018
Bellsouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Teliax, Inc.	ICA	7/27/2021
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Teliax, Inc.	ICA	7/27/2021