



William Roughton
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March 8, 2016

Via Electronic Submission

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: Submission of Contract Pursuant to 47 U.S.C. § 211 and 47 C.F.R. § 43.51

Dear Ms. Dortch:

Pursuant to § 211 (a) of the Communications Act of 1934, as amended, and § 43.51 of the Commission's rules, AT&T hereby files an amendment to the agreement between AT&T and Onvoy, LLC. The amendment will add the states of Alabama, Louisiana, Nevada and South Carolina to transit agreement in Florida, Georgia, Illinois and Wisconsin. If you have any questions, please do not hesitate to contact me at (202) 457-2040.

Sincerely,

/s/ William Roughton
Executive Director-Senior Legal Counsel
AT&T Services, Inc.

AMENDMENT

BETWEEN

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,
AT&T LOUISIANA AND AT&T SOUTH CAROLINA, NEVADA BELL
TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE**

AND

ONVOY, LLC



Signature: eSigned - Mary T. Buley

Signature: eSigned - William A. Bockelman

Name: eSigned - Mary T. Buley
(Print or Type)

Name: eSigned - William A. Bockelman
(Print or Type)

Title: Senior Regulatory Manager
(Print or Type)

Title: Director
(Print or Type)

Date: 04 Feb 2016

Date: 15 Feb 2016

Onvoy, LLC

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T LOUISIANA and AT&T SOUTH CAROLINA, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale by AT&T Services, Inc., its authorized agent

**AMENDMENT
TO THE
COMMERCIAL AGREEMENT – TRANSIT TRAFFIC SERVICE
BETWEEN
ONVOY, LLC
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA AND AT&T GEORGIA,
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, WISCONSIN BELL, INC.
D/B/A AT&T WISCONSIN**

This Amendment to the Commercial Agreement (“Amendment”) is entered into by and between BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA, and AT&T GEORGIA, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN (“AT&T”) and Onvoy, LLC (“CLEC”). AT&T and CLEC are hereinafter referred to collectively as the “Parties” and individually as a “Party”.

WHEREAS, CLEC and AT&T are Parties to a certain Commercial Agreement – Transit Traffic Service having an effective date of September 1, 2014, as may have been amended, pursuant to which AT&T provides Transit Traffic Service (“Transit Traffic Service Agreement”); and

WHEREAS, AT&T and CLEC have agreed to amend the Transit Traffic Service Agreement as set forth herein.

WHEREAS, both Parties are willing to agree to this Amendment only on the basis that the entirety of this Amendment being an indivisible whole.

NOW, THEREFORE, for and in consideration of the premise, mutual promises and covenants contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. This amendment is composed of the foregoing recitals, the terms and conditions, contained within, and certain Pricing Sheets immediately following, all of which are hereby incorporated into this Amendment by this reference and constitute a part of this Amendment.
2. Changes to the Transit Traffic Service Agreement:
 - 2.1 This Amendment is in regard to CLEC’s planned expansion into Alabama, Louisiana, Nevada and South Carolina and to purchase Transit Traffic Service in Alabama, Louisiana, Nevada and South Carolina, subject to an Interconnection Agreement between CLEC and BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T LOUISIANA and AT&T SOUTH CAROLINA, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale for Alabama, Louisiana, Nevada and South Carolina .
 - 2.2 This Amendment adds the Transit Traffic Service Appendix Pricing for Alabama, Louisiana, Nevada and South Carolina as attached hereto and incorporated herein by this reference.
3. The Parties agree to replace Section 18.0 from the Agreement with the following language:

18.0 Notices

18.1 Notices given by CLEC to **AT&T-11STATE** 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:

 - 18.1.1 delivered by electronic mail (email).
 - 18.1.2 delivered by facsimile.

- 18.2 Notices given by **AT&T-11STATE** 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:
 - 18.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 18.4 below.
 - 18.2.2 delivered by facsimile provided CLEC has provided such information in Section 18.4 below.
- 18.3 Notices will be deemed given as of the earliest of:
 - 18.3.1 the date of actual receipt.
 - 18.3.2 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.
 - 18.3.3 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.
- 18.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Mary T. Buley Senior Regulatory Manager
STREET ADDRESS	10300 6th Ave. N.
CITY, STATE, ZIP CODE	Plymouth, MN 55441
PHONE NUMBER*	(763) 230-4183
FACSIMILE NUMBER	(763) 230-4200
EMAIL ADDRESS	mary.buley@onvoy.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.

- 18.5 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 18.0. 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.
- 18.6 In addition, CLEC agrees that it is responsible for providing **AT&T-11STATE** 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 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-11STATE** to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 18.0 notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.
- 18.7 **AT&T-11STATE** 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.

4. Amendment Effective Date

- 4.1 The Effective Date of this Amendment shall be ten (10) calendar days after both Parties' final authorizing signatures have been affixed to this Amendment (the "Amendment Effective Date").

5. Additional Terms and Conditions

- 5.1 This Amendment contains provisions that have been negotiated as part of an entire Amendment and integrated with each other in such a manner that each provision is material to every other provision.
- 5.2 The Parties agree that each and every rate, term and condition of this Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition in this Amendment. The Parties agree that they would not have agreed to this Amendment except for the fact that it was entered into on an "all or nothing" basis, and included the totality of rates, terms and conditions listed herein, and that it is an indivisible whole, intended to bind AT&T and CLEC.
- 5.3 This Amendment is the joint work product of the Parties and has been negotiated by the Parties and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.
- 5.4 The headings of certain sections of this Amendment are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Amendment.
- 5.5 Each Person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.
- 5.6 Except as specifically modified by this Agreement with respect to their mutual obligations herein, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.
- 5.7 AT&T will file a copy of the fully executed Amendment with the FCC under 47 U.S.C. § 211.
- 5.8 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.
- 5.9 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 5.10 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

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
TRANSIT	AL	TRANSIT TRAFFIC SERVICE	Local Intermediary Charge, composite, per MOU				\$0.0030			MOU

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
TRANSIT	LA	TRANSIT TRAFFIC SERVICE	Local Intermediary Charge, composite, per MOU				\$0.0030			MOU

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
TRANSIT	NV	TRANSIT TRAFFIC SERVICE	Transit Rate per Minute of Use	L1T++			\$0.008980	NA	NA	per minute of use

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
TRANSIT	SC	TRANSIT TRAFFIC SERVICE	Local Intermediary Charge, composite, per MOU				\$0.0030			MOU