at&t

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May 21, 2014

Ms. Jocelyn Boyd
Chief Clerk
Public Service Commission of SC
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: **(NAME CHANGE)** First Amendment to Interconnection Agreement Negotiated by BellSouth Telecommunications, LLC d/b/a AT&T South Carolina and EarthLink Business, LLC pursuant to Sections 251 and 252 of the Telecommunications Act of 1996
Docket No. 2000-61-C

Dear Ms Boyd:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, LLC, d/b/a AT&T South Carolina ("AT&T") and EarthLink Business, LLC submit to the South Carolina Public Service Commission the first amendment to their Interconnection Agreement for, among other things, the interconnection of their networks, the unbundling of specific network elements and the resale of AT&T's telecommunications services. The agreement was negotiated pursuant to Sections 251 and 252 of the Act and also may contain terms and conditions for products and services voluntarily agreed to by the parties outside the scope of Sections 251 and 252 of the Act.

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between AT&T and EarthLink Business, LLC within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement.

As a courtesy, a copy of this amendment is being provided to the Office of Regulatory Staff.

Sincerely,

Nyla M. Laney

Nyla M. Laney

cc: James E. McDaniel
1106414

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AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE

AND

EARTHLINK BUSINESS, LLC

at&t

Signature: eSigned - Jeanne Dale

Name: eSigned - Jeanne Dale
(Print or Type)

Title: VP Vendor Relations & Access Regulatory
(Print or Type)

Date: 12 May 2014

Earthlink Business, LLC

Signature: eSigned - William A. Bockelman

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

Title: Director
(Print or Type)

Date: 15 May 2014

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	2932	- - -	3424
FLORIDA	2932	- - -	3415, 2830
GEORGIA	2932	- - -	3593, 2830
KENTUCKY	2932	- - -	3418
LOUISIANA	2932	- - -	3414, 2830
MISSISSIPPI	2932	- - -	3771
NORTH CAROLINA	2932	- - -	636F
SOUTH CAROLINA	2932	- - -	3605
TENNESSEE	2932	- - -	3993

Description	ACNA Code(s)
ACNA(s)	NGE

AMENDMENT TO INTERCONNECTION AGREEMENT BY AND BETWEEN BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE AND EARTHLINK BUSINESS, LLC

The Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE ("AT&T ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA AND TENNESSEE") (previously referred to as BellSouth Telecommunications, Inc.) and Earthlink Business, LLC (f/k/a New Edge Network, Inc.), is hereby amended as follows.

WHEREAS, AT&T ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA AND TENNESSEE and New Edge Network, Inc. ("New Edge") are the parties to that certain "Interconnection Agreement" effective as of December 16, 2006 (the "Agreement"); and

WHEREAS, New Edge has changed its name to "Earthlink Business, LLC," and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA AND TENNESSEE and Earthlink Business hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "New Edge Network, Inc." to "Earthlink Business, LLC."

2. AT&T ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA AND TENNESSEE shall reflect that name change from "New Edge Network, Inc." to "Earthlink Business, LLC" only for the main billing account (header card) for each of the accounts previously billed to New Edge. AT&T ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA AND TENNESSEE shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA AND TENNESSEE'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, Earthlink Business affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by New Edge with AT&T ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA AND TENNESSEE for those accounts and the services and items provided and/or billed thereunder or under the Agreement.

3. Once this Amendment is effective, Earthlink Business shall operate with AT&T ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA AND TENNESSEE under the "Earthlink Business, LLC" name for those accounts. Such operation shall include, by way of example only, submitting orders under Earthlink Business, and labeling (including re-labeling) equipment and facilities with 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 **AT&T-22STATE** 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-22STATE**

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).

4. The Parties agree to delete and replace in its entirety Section 19 of the General Terms and Conditions with the following:

19.0 Notices

19.1 Notices given by one Party to the other Party 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:

19.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.

19.1.2 delivered by facsimile provided CLEC and/or AT&T-22STATE has provided such information in Section 19.3 below.

19.1.3 delivered by electronic mail (email) provided CLEC and/or AT&T-22STATE has provided such information in section 19.3 below.

19.2 Notices will be deemed given as of the earliest of:

19.2.1 the date of actual receipt;

19.2.2 the next Business Day when sent via express delivery service;

19.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or

19.2.4 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.

19.2.5 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 to CLEC by AT&T-22STATE.

19.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	John T. Ambrosi Director, Access Regulatory Management Earthlink
STREET ADDRESS	330 Monroe Avenue
CITY, STATE, ZIP CODE	Rochester, NY 14607
PHONE NUMBER*	(585) 465-5481
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	john.ambrosi@corp.earthlink.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St. 19th floor Four AT&T Plaza
CITY,STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

19.4 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 19.0. 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.

19.5 AT&T-22STATE 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.

5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

7. 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.

8. 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 (the "Amendment Effective Date").