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May 2, 2016

Hon. Herbert Hilliard, Chairman  
Tennessee Regulatory Authority  
502 Deaderick Street  
Nashville, TN 37238

Re: *Approval of the Interconnection Agreement Negotiated by AT&T Tennessee and EarthLink Business, LLC*  
Docket No. 16-00049

Dear Chairman Hilliard:

Enclosed for filing in the referenced docket are the original and two (2) copies of the *Petition for Approval of the Interconnection Agreement Negotiated by AT&T Tennessee and EarthLink Business, LLC ("EarthLink")*.

In accordance with Section 252(e) of the Telecommunications Act of 1996, the Tennessee Regulatory Authority ("TRA") is charged with approving or rejecting the negotiated Agreement between AT&T Tennessee and EarthLink within 90 days of its submission. The Act provides that the TRA 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. EarthLink and AT&T Tennessee aver that the Agreement is consistent with the standards for approval.

This Agreement implements the changes resulting from the FCC's Report and Order and Further Notice of Proposed Rulemaking issued on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189 ).

AT&T Tennessee respectfully requests that the Authority approve the Agreement.

Very truly yours,

/s/ Dennis Wagner

Dennis Wagner

DW/mhs  
Enclosures

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by  
AT&T Tennessee and EarthLink Business, LLC*

Docket No. \_\_\_\_\_

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE  
INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN  
AT&T TENNESSEE AND EARTHLINK BUSINESS, LLC**

AT&T Tennessee ("AT&T") and EarthLink Business, LLC ("EarthLink") file this request for approval of the Amendment to the Interconnection Agreement (the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"). In support of their request, EarthLink and AT&T state the following:

1. EarthLink and AT&T have negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by AT&T and the resale of AT&T's telecommunications services to EarthLink.
2. The parties have recently negotiated an amendment to the Agreement. The amendment implements the changes resulting from the FCC's Report and Order and Further Notice of Proposed Rulemaking issued on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189 ). A copy of the Amendment is attached hereto and incorporated herein by reference.
3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, EarthLink and AT&T are submitting their Agreement to the TRA for its consideration and approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between AT&T and EarthLink within 90 days of its submission. The Act provides that the TRA 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.

5. EarthLink and AT&T aver that the Agreement is consistent with the standards for approval.

6. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, AT&T shall make available the entire Interconnection Agreement approved pursuant to 47 USC Section 252.

EarthLink and AT&T respectfully request that the TRA approve the Agreement negotiated between the parties.

Respectfully submitted,

AT&T TENNESSEE

By: /s/ Dennis Wagner


Dennis Wagner  
333 Commerce Street, Suite 2102  
Nashville, Tennessee 37201-3300  
(615) 214-4066

**CERTIFICATE OF SERVICE**

I hereby certify that on May 2, 2016, a copy of the foregoing document was served on the following, via the method indicated:

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

EarthLink Business, LLC  
John T. Ambrosi  
Director-Access Regulatory Management  
330 Monroe Ave.  
Rochester, NY 14607  
John.Ambrosi@elink.com

  
Marti Sawzak

## 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, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

### AND

BUSINESS TELECOM, LLC D/B/A EARTHLINK BUSINESS, BUSINESS TELECOM, LLC D/B/A EARTHLINK BUSINESS III, BUSINESS TELECOM, LLC D/B/A EARTHLINK BUSINESS IV, CHOICE ONE COMMUNICATIONS OF OHIO, INC. D/B/A EARTHLINK BUSINESS, DELTACOM, LLC D/B/A EARTHLINK BUSINESS, DELTACOM, LLC D/B/A EARTHLINK BUSINESS III, DELTACOM, LLC D/B/A EARTHLINK BUSINESS IV, EARTHLINK BUSINESS, LLC, US XCHANGE OF ILLINOIS, L.L.C. D/B/A EARTHLINK BUSINESS I, US XCHANGE OF INDIANA, L.L.C. D/B/A EARTHLINK BUSINESS, US XCHANGE OF MICHIGAN, L.L.C. D/B/A EARTHLINK BUSINESS I AND US XCHANGE OF WISCONSIN, L.L.C. D/B/A EARTHLINK BUSINESS

eSigned - Jeanne Dale c/o EarthLink Business, LLC

Signature: \_\_\_\_\_

eSigned - Jeanne Dale c/o EarthLink Business, LLC

Name: \_\_\_\_\_  
(Print or Type)

Title: VP Vendor Relations & Access Regulatory

(Print or Type)

Date: 07 Apr 2016

Business Telecom, LLC d/b/a EarthLink Business, Business Telecom, LLC d/b/a EarthLink Business III, Business Telecom, LLC d/b/a EarthLink Business IV, Choice One Communications of Ohio Inc. d/b/a EarthLink Business, DeltaCom, LLC d/b/a EarthLink Business, DeltaCom, LLC d/b/a EarthLink Business III, DeltaCom, LLC d/b/a EarthLink Business IV, EarthLink Business, LLC, US XChange of Illinois, L.L.C. d/b/a EarthLink Business I, US XChange of Indiana, L.L.C. d/b/a EarthLink Business, US XChange of Michigan, L.L.C. d/b/a EarthLink Business I, US XChange of Wisconsin, L.L.C. d/b/a EarthLink Business

Signature: eSigned - William A. Bockelman

Name: eSigned - William A. Bockelman

(Print or Type)

Title: Director

(Print or Type)

Date: 07 Apr 2016

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, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	7796,2932,7727	7795,7727	7795,4615,3424
ARKANSAS	2932	- - -	1364
CALIFORNIA	2932	- - -	2832
FLORIDA	7796,2932,7727	7795,4616, 7727	7795,3415,2830,4616
GEORGIA	7796,2932, 7727	7795,4617, 7727	7795,3593,2830,4617
ILLINOIS	2932,8761	8760	3416,8760
INDIANA	2932,8365	8366	3426,8366
KANSAS	2932	- - -	2885
KENTUCKY	7796,7727,2932	7795	7795,3418
LOUISIANA	7796,2932, 7727	7795, 7727	7795,3414,2830,4618
MICHIGAN	2932,4149	8685	3855,8685
MISSISSIPPI	7796, 7727,2932	7795, 7727	7795,3771,4619
MISSOURI	2932	- - -	3423

NEVADA	2932	- - -	3419
NORTH CAROLINA	7796, 7727, 2932	7795, 7727	7795, 636F, 4620
OHIO	9544, 2932	3765	3765, 3858
OKLAHOMA	2932	- - -	3422
SOUTH CAROLINA	7796, 2932, 7727	7795, 7727	7795, 3605, 4621
TENNESSEE	7796, 2932, 7727	7795, 7727	7795, 3993, 4622
TEXAS	2932	- - -	2887
WISCONSIN	2932, 7980	7979	2932, 7979

Description	ACNA Code(s)
ACNA(s)	BTM, HOC, DLT, NGE, UXW

## AMENDMENT TO THE AGREEMENT BETWEEN

BUSINESS TELECOM, LLC D/B/A EARTHLINK BUSINESS, BUSINESS TELECOM, LLC D/B/A EARTHLINK BUSINESS III, BUSINESS TELECOM, LLC D/B/A EARTHLINK BUSINESS IV, CHOICE ONE COMMUNICATIONS OF OHIO, INC. D/B/A EARTHLINK BUSINESS, DELTACOM, LLC D/B/A EARTHLINK BUSINESS, DELTACOM, LLC D/B/A EARTHLINK BUSINESS III, DELTACOM, LLC D/B/A EARTHLINK BUSINESS IV, EARTHLINK BUSINESS, LLC, US XCHANGE OF ILLINOIS, L.L.C. D/B/A EARTHLINK BUSINESS I, US XCHANGE OF INDIANA, L.L.C. D/B/A EARTHLINK BUSINESS, US XCHANGE OF MICHIGAN, L.L.C. D/B/A EARTHLINK BUSINESS I AND US XCHANGE OF WISCONSIN, L.L.C. D/B/A EARTHLINK BUSINESS

## AND

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, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment (the "Amendment") amends the Agreements by and between AT&T and CARRIER as shown in the attached Exhibit A. AT&T and CARRIER are hereinafter referred to collectively as the "Parties" and individually as a "Party."

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

**WHEREAS**, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("the Order"), the Parties desire to amend the Agreement to implement the terms of the Order.

**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 hereby incorporated in their entirety into this Amendment.
  - 1.1 The Parties hereby implement the intercarrier compensation rate schedules attached hereto as Exhibit B for the termination of all Section 251(b)(5) Traffic exchanged between the parties in the applicable state(s). The rates included in Exhibit B hereby supersede the existing rate elements included in the underlying Agreement for purposes of reciprocal compensation.
2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. 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.



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. 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.

- N.2 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	John T. Ambrosi Director, Access Regulatory Management
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@elnk.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.

N.6 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 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.
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 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 Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: 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 Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91<sup>st</sup> day after filing. For California: Pursuant to

Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

**Exhibit A**

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Business Telecom, LLC d/b/a EarthLink Business DeltaCom, LLC d/b/a EarthLink Business	Interconnection	11/1/11
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	EarthLink Business, LLC	Interconnection	1/9/07
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Business Telecom, LLC d/b/a EarthLink Business DeltaCom, LLC d/b/a EarthLink Business	Interconnection	12/1/11
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	EarthLink Business, LLC	Interconnection	6/12/10
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Business Telecom, LLC d/b/a EarthLink Business DeltaCom, LLC d/b/a EarthLink Business	Interconnection	11/21/11
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	EarthLink Business, LLC	Interconnection	3/21/15
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Business Telecom, LLC d/b/a EarthLink Business IV DeltaCom, LLC d/b/a EarthLink Business III	Interconnection	10/20/11

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	EarthLink Business, LLC	Interconnection	1/11/07
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Business Telecom, LLC d/b/a EarthLink Business III DeltaCom, LLC d/b/a EarthLink Business IV	Interconnection	1/26/12
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	EarthLink Business, LLC	Interconnection	3/16/07
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Business Telecom, LLC d/b/a EarthLink Business III DeltaCom, LLC d/b/a EarthLink Business	Interconnection	1/11/12
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	EarthLink Business, LLC	Interconnection	2/14/07
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Business Telecom, LLC d/b/a EarthLink Business DeltaCom, LLC d/b/a EarthLink Business	Interconnection	1/20/12
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	EarthLink Business, LLC	Interconnection	3/8/07
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Business Telecom, LLC d/b/a EarthLink Business DeltaCom, LLC d/b/a EarthLink Business	Interconnection	10/26/12

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	EarthLink Business, LLC	Interconnection	4/2/07
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Business Telecom, LLC d/b/a EarthLink Business III DeltaCom, LLC d/b/a EarthLink Business	Interconnection	11/7/11
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	EarthLink Business, LLC	Interconnection	2/26/07
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	EarthLink Business, LLC	Interconnection	8/9/00
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	US XChange of Illinois, L.L.C. d/b/a EarthLink Business I	Interconnection	11/5/97
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	EarthLink Business, LLC	Interconnection	7/6/00
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	US XChange of Indiana, L.L.C. d/b/a EarthLink Business	Interconnection	4/25/01
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	EarthLink Business, LLC	Interconnection	10/6/00
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	US XChange of Michigan, L.L.C. d/b/a EarthLink Business I	Interconnection	4/26/11
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	EarthLink Business, LLC	Interconnection	5/29/00

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Approval Date
The Ohio Bell Telephone Company d/b/a AT&T OHIO	EarthLink Business, LLC	Interconnection	5/3/01
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Choice One Communications of Ohio Inc. d/b/a EarthLink Business	Interconnection	6/28/00
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	EarthLink Business, LLC	Interconnection	6/8/00
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	EarthLink Business, LLC	Interconnection	4/3/06
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	EarthLink Business, LLC	Interconnection	10/26/05
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	EarthLink Business, LLC	Interconnection	10/24/05
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	EarthLink Business, LLC	Interconnection	1/29/07
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	EarthLink Business, LLC	Interconnection	9/27/05
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	EarthLink Business, LLC	Interconnection	5/3/00
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	US XChange of Wisconsin, L.L.C. d/b/a EarthLink Business	Interconnection	10/24/97

Pricing Sheet  
Exhibit B

ent	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
T	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
T	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
T	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU



Pricing Sheet  
Exhibit B

ent	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
T	AR	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU		ZZUR2		\$0.00			MOU
T	AR	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport and Termination per MOU		ZZUR2		\$0.00			MOU

Pricing Sheet  
Exhibit B

ent	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
I	CA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	L1T++	GOC00		\$0.00			MOU

Pricing Sheet  
Exhibit B

ent	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
T	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
T	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
T	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet  
Exhibit B

ent	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
T	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
T	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
T	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

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ent	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
T	IL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU

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ent	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
T	IN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU

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ent	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
I	KS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU
I	KS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION	Optional EAS Transport and Termination per MOU		ZZUR2		\$0.00	NA	NA	MOU

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ent	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
T	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
T	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
T	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU



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ent	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
T	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
T	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MI/EMOU
T	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

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ent	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
T	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG14		\$0.00			MOU

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ent	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
I	MO	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU

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ent	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
T	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
T	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
T	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

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ent	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
T	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
T	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
T	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

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ent	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
F	NV	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All Traffic (SP-Bound and 251(b)(5) Traffic as per FCC 01-131		GOC00		\$0.00			MOU

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ent	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
T	OH	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU

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ent	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
T	OK	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU



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ent	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
T	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
T	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
T	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

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ent	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
T	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
T	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			Per Mile, Per MOU
T	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			Per Mile, Per MOU

Pricing Sheet  
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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		
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
TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU							
TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU
TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)			ZZUR2		\$0.000000	NA	NA	MOU

Pricing Sheet  
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ent	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
T	WI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU