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Timolyn Henry\*\*\*\*\*1

**Timolyn Henry**

070164-TP

**From:** Holland, Robyn P [rh0582@att.com]  
**Sent:** Wednesday, June 13, 2007 3:59 PM  
**To:** Filings@psc.state.fl.us  
**Cc:** Jeff Bates  
**Subject:** Amendment to FDN&AT&T ICA  
  
**Attachments:** 9100C\_Sc.pdf



9100C\_Sc.pdf  
(168 KB)

-----Original Message-----

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**Sent:** Wednesday, June 13, 2007 4:17 PM  
**To:** Holland, Robyn P  
**Subject:** 9100C Scan

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June 13, 2007

Mrs. Ann Cole  
Director, Division of the Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

Re: Approval of Interconnection, Unbundling, Resale and Collocation Agreement  
between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T  
Southeast and Florida Digital Network, Inc. d/b/a FDN Communications

Dear Mrs. Cole:

On March 7, 2007, BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a  
AT&T Southeast filed request for approval of two amendments to interconnection,  
unbundling, resale and collocation agreement with Florida Digital Network, Inc. d/b/a  
FDN Communications.

The amendments were assigned docket 070164-TP. Please accept this filing as  
replacement to the filing. Attached is one amendment to the interconnection,  
unbundling, resale and collocation agreement with Florida Digital Network, Inc. d/b/a  
FDN Communications. The second amendment will be filed under a separate cover.

The underlying agreement of this amendment was filed in docket 060538-TP.

If you have any questions please do not hesitate to contact Robyn Holland at (850)  
577-5551.

Very truly yours,

  
Regulatory Vice President

**Amendment to the Agreement  
Between  
Florida Digital Network, Inc. d/b/a FDN Communications  
and  
BellSouth Telecommunications, Inc.  
Dated September 1, 2006**

Pursuant to this Amendment, (the "Amendment"), Florida Digital Network, Inc. d/b/a FDN Communications ("FDN"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated September 1, 2006 ("Agreement") to be effective the date of the last signature executing the Amendment ("Effective Date").

**WHEREAS**, BellSouth and FDN entered into the Agreement on September 1, 2006, and;

**WHEREAS**, FDN has requested access to the Loop Qualification System ("LQS"). LQS was originally designed as an internal tool utilized by BellSouth and Internet Service Providers ("ISPs") selling BellSouth Digital Subscriber Line ("DSL") Service to determine if a telephone number(s) at a specific service address qualified for BellSouth DSL Service.

1. The Parties agree to add the following language to Attachment 2 of the Agreement:
  - 2.10 In consideration of the terms and conditions enumerated below, BellSouth hereby agrees to provide FDN access to LQS and a bulk list of DSL qualified customers from LQS ("Bulk List") on a nondiscriminatory basis in the same manner that BellSouth may provide to itself when ordering the same service on behalf of its customers.
    - 2.10.1 BellSouth makes no claim as to the accuracy or completeness of either LQS or the Bulk List.
    - 2.10.2 FDN is responsible for complying with local, state, and federal law in its use of the Bulk List for the purpose of, but not limited to, marketing of service through direct mail or telemarketing. Furthermore, FDN hereby agrees to refrain from abusive telemarketing practices.
    - 2.10.3 FDN agrees that it will use the LQS information and the Bulk List and/or any information directly derived from the Bulk List for the sole purpose of qualifying and selling its own DSL services (whether by itself or in a package of other offerings) or BellSouth's wholesale DSL services.
    - 2.10.4 FDN will not use the Bulk List for the purpose of conducting research, marketing, qualifying, or selling products and/or services other than its own DSL services or BellSouth's wholesale DSL services.

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- 2.10.5 FDN will not provide the Bulk List, any portion or portions of the Bulk List, copies of the Bulk List, or any information derived directly from the Bulk List to others without the prior written consent of the BellSouth.
  - 2.10.6 FDN acknowledges and agrees to the BellSouth's right to revoke and terminate the use of the Bulk List by FDN. The BellSouth may exercise this right of revocation and/or termination at any time, for any purpose, by oral or written notice to FDN. In such event, FDN agrees to immediately destroy or return all copies and/or components of the Bulk List. For purposes of this paragraph, the term "immediately" shall be defined as a period of time not to exceed forty-eight (48) hours.
2. All of the other provisions of the Agreement, dated September 1, 2006, shall remain in full force and effect.
  3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

**BellSouth Telecommunications, Inc.**

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 2/27/07

**Florida Digital Network, Inc. d/b/a  
FDN Communications**

By: Don Boerema

Name: Don Boerema

Title: COO

Date: 2/27/07