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March 24, 2021

Electronically Filed

Mr. Adam Teitzman, Director
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd. Tallahassee,
FL 32399-0850

FILED 3/24/2021
DOCUMENT NO. 03037-2021
FPSC - COMMISSION CLERK

RE: Docket No: _____
Amendment No. 2 to Interconnection, Resale, Unbundling, and
Collocation Agreement Between Frontier Florida, LLC and
Bandwidth.com CLEC, LLC

Dear Mr. Teitzman:

Attached is an Amendment No. 2 to Interconnection Agreement between Frontier Florida, LLC and Bandwidth.com CLEC, LLC.

The Interconnection Agreement was approved under Docket No. 20080133-TP on June 6, 2008. Amendment No. 1 was approved under Docket No. 20120088-TP on April 18, 2012.

If you have any questions, or require additional information, please do not hesitate to contact me at 304-325-1688.

Sincerely,

s/Angela McCall

Angela McCall
Manager – Government & External Affairs

Enclosure – Amendment No. 2 to Interconnection Agreement

**AMENDMENT
TO THE
INTERCONNECTION AGREEMENTS
BETWEEN
FRONTIER
AND
BANDWIDTH.COM CLEC, LLC**

This Amendment ("Amendment") deemed effective on March 1, 2021 (the "Amendment Effective Date") amends each of the Interconnection Agreements (each, the "Agreement", collectively, the "Interconnection Agreements") by and between each of the Frontier incumbent local exchange carrier ("ILEC") affiliates (individually and collectively "Frontier") and each of the Bandwidth.com CLEC, LLC wireline competitive local exchange carrier ("CLEC") affiliates, individually and collectively the "Carrier") listed in Exhibit A. Frontier and Carrier may be referred to individually as a "Party" and collectively as the "Parties." The term "affiliates," as used in this Amendment, shall have the same meaning as under Rule 405 of the Rules promulgated pursuant to the Securities Act of 1933, as amended. This Amendment covers only the services addressed in this Amendment that Frontier provides in its operating territory in the states listed in Exhibit A.

RECITALS

A. Frontier and Carrier, whether as original parties or as a result of Carrier's adoption of an agreement pursuant to 252(i) of the Communications Act of 1934 as amended (the "Act"), are Parties to an interconnection agreement under Section 251 and 252 of the Act (such interconnection agreement, as amended to date, being referred to as the "Agreement"); and

B. The Federal Communications Commission ("FCC") issued its Proposed Order and Further Notice of Proposed Rulemaking, WC Docket Nos. 17-97 and 20-67 (rel. Mar 31, 2020) ("FCC STIR/SHAKEN Order");

C. The Parties, each without waiving any rights or arguments it may have with respect to whether an amendment is required to effectuate the FCC STIR/SHAKEN Orders under the terms of the Agreement, wish to amend the Agreement as set forth in this Amendment; and

AGREEMENT

In consideration of the mutual promises contained in this Amendment, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. The Agreement is amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement or a Frontier Tariff.
2. Prohibited Traffic
 - 2.1 The Services provided under this Agreement shall not be used for any Prohibited Traffic as defined below ("Prohibited Traffic"). Prohibited Traffic is that traffic

which reasonably appears to be in violation of applicable laws, rules or regulations. Prohibited Traffic includes, but is not limited to:

- 2.1.1 Traffic that violates, or facilitates a violation of, applicable law, or that furthers an illegal purpose;
 - 2.1.2 Traffic that unreasonably harms, frightens, or abuses; and
 - 2.1.3 Traffic that unreasonably interferes with the use of the Frontier's network.
- 2.2 Other Evidence of Prohibited Traffic includes, but is not limited to, the following:
- 2.2.1 Predictive dialing of telephone numbers at the NPA or NNX level;
 - 2.2.2 Initiating a call, communication or transmission as a result of a party receiving a telemarketing or telephone solicitation responding to a prompt, and signaling the calling party number (CPN) of the called party, unless the called party had an existing business relationship with the telemarketer or telephone solicitor;
 - 2.2.3 Passing a telephone number not associated with the calling party as a means to obtain name and number information for the improperly passed telephone number;
 - 2.2.4 Causing any caller identification service to transmit misleading or inaccurate caller identification information, with the intent to defraud, cause harm, or wrongfully obtain anything of value;
 - 2.2.5 Placing calls for the primary purpose of generating queries to capture the caller ID Name (CNAM) associated with a telephone number;
 - 2.2.6 Telemarketing or telephone solicitations to a party that is on a state or federal "Do Not Call" list, unless the called party has an existing business relationship with the telemarketer or telephone solicitor;
 - 2.2.7 Denial of Service attacks; and
 - 2.2.8 Artificial traffic stimulation, revenue pumping, and regulatory arbitrage.
- 2.3 If Frontier reasonably believes that Carrier is transmitting any of the preceding types of traffic using any Service provided under this Agreement, Frontier may suspend the affected service or discontinue the affected service. In the event of such suspension or discontinuance, Carrier that transmitted the relevant traffic to Frontier must indemnify Frontier against any claim, loss or damage arising from the suspension or discontinuance of the affected service, except for any claim, loss or damage caused by Frontier's gross negligence or willful misconduct.
- 2.4 Carrier agrees that if it receives a request for information about traffic sent to Frontier which is reasonably believed to be Prohibited Traffic from an authorized traceback administrator or from Frontier, Carrier will promptly respond to the authorized traceback request in good faith. Carrier agrees that its response shall indicate if it is in the call path as the originating provider of the calls (i.e., Carrier received the calls from Carrier's end user) or (ii) an intermediate provider (i.e., Carrier received the calls from another voice provider). The response shall also identify the provider from which it accepted the traffic or the end user that

originated the call, as applicable. Carrier agrees to provide this information to the authorized traceback administrator without requiring a subpoena or other formal demand or request.

3. Miscellaneous Provisions

- 3.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition 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 Section 2.
- 3.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 3.3 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 3.4 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
- 3.5 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be deemed to amend or extend the term of the Amended Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Amended Agreement.
- 3.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Frontier and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 3.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 3.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

BANDWIDTH.COM CLEC, LLC

FRONTIER

By: *Edwin Stocker*
Edwin Stocker (Mar 15, 2021 12:33 MDT)

By: *Roderick Cameron*
Roderick Cameron (Mar 15, 2021 15:22 EDT)

Printed: Edwin Stocker

Printed: Roderick Cameron

Title: VP CLEC Planning an

Title: VP, Carrier Services

Date: Mar 15, 2021

Date: Mar 15, 2021

**Exhibit A
Interconnection Agreements**

Frontier Legal Entity	Carrier Legal Entity	State	Effective Date	Amd No.
Frontier Communications of the Southwest Inc.	Bandwidth.com CLEC, LLC	AZ	3/1/2008	1
The Southern New England Telephone Company d/b/a Frontier Communications of Connecticut	Bandwidth.com CLEC, LLC	CT	3/31/2008	1
Frontier Florida LLC	Bandwidth.com CLEC, LLC	FL	3/1/2008	2
Frontier North Inc. Frontier Communications of the Carolinas LLC	Bandwidth.com CLEC, LLC	IL	3/1/2008	1
Frontier Midstates Inc. Frontier North Inc.	Bandwidth.com CLEC, LLC	IN	3/1/2008	1
Frontier Midstates Inc. Frontier North Inc.	Bandwidth.com CLEC, LLC	MI	3/1/2008	1
Frontier Communications of the Carolinas LLC	Bandwidth.com CLEC, LLC	NC	3/1/2008	1
Frontier Communications of the Southwest Inc.	Bandwidth.com CLEC, LLC	NV	3/1/2008	1
Citizens Telecommunications Company of New York, Inc.	Bandwidth.com CLEC, LLC	NY	Filed 2/19/2021	1
Frontier Telephone of Rochester, Inc.	Bandwidth.com CLEC, LLC	NY	3/10/2009	1
Frontier North Inc.	Bandwidth.com CLEC, LLC	OH	3/1/2008	1
Frontier Communications of the Carolinas LLC	Bandwidth.com CLEC, LLC	SC	3/1/2008	1
Frontier Southwest Incorporated	Bandwidth.com CLEC, LLC	TX	3/1/2008	2
Frontier North Inc.	Bandwidth.com CLEC, LLC	WI	3/1/2008	1
Citizens Telecommunications Company of West Virginia	Bandwidth.com CLEC, LLC	WV	2/2/2009	1
Frontier West Virginia Inc.	Bandwidth.com CLEC, LLC	WV	3/1/2008	1