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January 7, 2014

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

RE: Joint Petition of
Verizon Pennsylvania LLC (f/k/a Verizon Pennsylvania Inc.)
and Peerless Network of Pennsylvania, LLC
for Approval of an Interconnection Agreement
[Reference Docket No. A-311461 F7000]
Dkt. No.

Dear Secretary Chiavetta:

Enclosed please find Amendment No. 1 to the Interconnection Agreement between Verizon Pennsylvania LLC f/k/a Verizon Pennsylvania Inc. ("Verizon PA") and Peerless Network of Pennsylvania, LLC ("Peerless Network"), which Agreement was filed with the Commission on October 29, 2007 and approved by the Commission by Order entered December 24, 2007 in Docket No. A-311463 F7000. This Amendment should be attached to and made part of the October 29, 2007 filed Agreement. The Amendment is deemed to be effective as of November 22, 2013 and was signed by the second of the two parties' signers on December 9, 2013. Thus, this Joint Filing is being made within 30 days of the day that the Amendment was signed, as required by ordering Paragraph 5 of the Commission's May 3, 2004 Final Order in Docket No. M-00960799. As evidenced by the cc: below, notice of this filing is being provided to Peerless Network.

Very truly yours,

A handwritten signature in blue ink that reads "Suzan D. Paiva" with a stylized flourish at the end.

Suzan D. Paiva

SDP/slb
Enclosure

cc: Daniel Meldazis, Director, Regulatory Affairs, Peerless Network
Attached Certificate of Service

SERVICE LIST

Tanya J. McCloskey
Acting Consumer Advocate
Office of Consumer Advocate
555 Walnut Street, 5th Floor
Harrisburg, PA 17101-1921

John R. Evans
Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

Johnnie E. Simms
Bureau of Investigation & Enforcement
PA Public Utility Commission
Commonwealth Keystone Bldg
400 North Street
Harrisburg, PA 17105-3265

Office of Special Assistants
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Bureau of Consumer Services
PA Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17105-3265

Office of the Attorney General
Bureau of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PA 17120

AMENDMENT NO. 1
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
VERIZON PENNSYLVANIA LLC

AND

PEERLESS NETWORK OF PENNSYLVANIA, LLC

This Amendment No. 1 (this "Amendment") shall be deemed effective on November 22, 2013 (the "Amendment Effective Date"), by and between Verizon Pennsylvania LLC ("Verizon"), a Delaware limited liability company with offices at 1717 Arch Street, Philadelphia, PA 19103, and Peerless Network of Pennsylvania, LLC ("PN"), a Delaware limited liability company with offices at 27 N. Wacker St., Suite 444, Chicago, IL 60606. (Verizon and PN may be hereinafter referred to individually, as a "Party" and collectively as the "Parties"). This Amendment only covers the services addressed herein that Verizon provides in its operating territory in the Commonwealth of Pennsylvania (the "State").

WITNESSETH:

WHEREAS, Verizon and PN are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated October 11, 2007 (the "Agreement"); and

WHEREAS, Verizon has requested that PN provide Tandem Transit Traffic Service and PN is willing to provide such services; and

WHEREAS, the Parties have agreed to amend the Agreement to address the matters set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Amendment to Agreement**. 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 (such Agreement, as so amended, the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement, a Tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").
2. Section 12 of the Interconnection Attachment of the Agreement is deleted in its entirety and replace with the following:

12. Tandem Transit Traffic

- 12.1 As used in this Section 12, "Tandem Transit Traffic" is Telephone Exchange Service traffic¹ that originates on the network of one Party (the "Originating Party"), and is transported through the Tandem of the other Party (the "Transiting Party") to the subtending or interconnected End Office or its equivalent of a third party that is neither PN nor Verizon (e.g., a competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC) other than Verizon, other Local Exchange Carrier (LEC), Commercial Mobile Radio Service (CMRS) carrier, or VoIP service provider)². Neither the originating customer nor the terminating customer is a Customer of the Transiting Party. For the avoidance of any doubt, under no circumstances shall the Transiting Party be obligated to transit traffic through the Transiting Party's Tandem to an End Office or its equivalent that is not directly interconnected to that particular Tandem. Switched Exchange Access service traffic is not Tandem Transit Traffic.
- 12.2 Tandem Transit Traffic Service provides the Originating Party with the transport of Tandem Transit Traffic as provided in this Section 12.
- 12.3 The Originating Party shall pay the Transiting Party for Tandem Transit Traffic Service at the applicable rates for Tandem Transit specified in the Pricing Attachment of the Agreement.
- 12.4 Tandem Transit Traffic shall be routed over the Interconnection Trunks described in Section 2 of this Attachment. The Originating Party shall deliver Tandem Transit Traffic to the Transiting Party's Tandem with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions.
- 12.5 Tandem Transit Traffic Service only for traffic that originates on the Originating Party's network.
- 12.6 Nothing in this Agreement shall make the Transiting Party liable for compensation to any Receiving Service Provider for any traffic that is transported through the Transiting Party's Tandem.
- 12.7 If the originating Party uses Tandem Transit Traffic Service for traffic volumes that exceed the Centum Call Seconds (Hundred Call Seconds) busy hour equivalent of 200,000 combined minutes of use per month (a DS1 equivalent) to the subtending End Office of a particular Receiving Service Provider for any month (the "Threshold Level"), the originating Party shall use good faith efforts to establish direct interconnection with such Receiving Service Provider and reduce such traffic volumes below the Threshold Level. If the transiting Party believes that the originating Party has not exercised good faith efforts promptly to obtain such direct interconnection, either Party may use the Dispute Resolution processes of this Agreement.
- 12.8 If either Party fails to comply with this Section 12 of this Attachment, such failure shall be a material breach of a material provision of this Agreement and either Party may exercise any and all remedies under this Agreement and Applicable Law for such breach.

¹ For the purposes of this Section 12, "Telephone Exchange Service traffic" shall be deemed to include (but not be limited to) VOIP Traffic where the actual originating and terminating points of the complete end-to-end communication are both located within the same Verizon local calling area. (The Parties hereby acknowledge that they shall not be deemed, by virtue of this Section 12, to have agreed for any other purpose whether such VOIP Traffic is or is not "Telephone Exchange Service traffic.")

² Such a third party is referred to in this Section 12 as a "Receiving Service Provider."

12.9 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange arrangement with any carrier to which it originates, or from which it terminates, traffic.

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 3.1.
- 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 Verizon 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.
- 3.9 Definitions. Notwithstanding any other provision in the Agreement, this Amendment or any Verizon Tariff or SGAT, the term "Tariff," as used in this Amendment, shall mean: (a) Any applicable Federal or state tariff of a Party, as amended from time to time; or (b) any standard agreement or other document, as amended from time to time, that sets forth the generally available terms, conditions and prices under which a Party offers a Service. The term "Tariff" does not include any Verizon Statement of Generally Available Terms

(SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

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

**PEERLESS NETWORK OF PENNSYLVANIA,
LLC**

VERIZON PENNSYLVANIA LLC

By: Scott Kell

By: Michael H. Millegan

Printed: Scott Kell

Printed: Michael H. Millegan

Title: EVP Operations

Title: President - Verizon Global Wholesale

Date: 11/27/13

Date: 12/9/13