

Suzan DeBusk Paiva  
Assistant General Counsel



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Philadelphia, PA 19103

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April 29, 2014

**VIA ELECTRONIC FILING**

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

RE: Joint Filing of  
Verizon Pennsylvania LLC and RCLEC, Inc.  
of Adoption of an Interconnection Agreement  
Dkt. No.

Dear Secretary Chiavetta:

Enclosed please find the joint filing of Verizon Pennsylvania LLC and RCLEC, Inc. of Adoption of an Interconnection Agreement. The Interconnection Agreement being adopted is the Agreement between Verizon Pennsylvania LLC and Princeton Hosted Solutions, LLC, which was approved by the Commission by Order entered January 10, 2013 in Docket No. A-2012-2332507. This filing also includes Amendment No. 1 between Verizon Pennsylvania LLC and RCLEC, Inc. The Adoption is deemed effective as of March 11, 2014, and was signed by the second of the two parties' signers on April 8, 2014. Similarly, the Amendment is dated as effective March 11, 2014, and was signed by the second of the two parties' signers on April 8, 2014. Thus, this Joint Filing is being made within 30 days of the day that both the Agreement and the Amendment were 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 RCLEC, Inc.

Very truly yours,

A handwritten signature in blue ink that reads "Suzan D. Paiva".

Suzan D. Paiva

SDP/slb

Enclosure

cc: John Marlow, CEO, RCLEC, Inc.  
Anita Taff-Price, RCLEC, Inc.  
Attached Service List

## SERVICE LIST

Tanya J. McCloskey  
Acting Consumer Advocate  
Office of Consumer Advocate  
555 Walnut Street, 5<sup>th</sup> 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

**Jerome S. Holland**  
Vice President - Verizon Global Wholesale Ops



**Global Wholesale**  
One Verizon WAY  
2 Floor, Room 32W435  
Basking Ridge, NJ 07920

Phone: 908-559-3233  
[jerry.holland@verizon.com](mailto:jerry.holland@verizon.com)

March 11, 2014

John Marlow  
CEO  
RCLEC, Inc.  
1400 Fashion Island Blvd., 7th floor  
San Mateo, CA 94404

Re: Requested Adoption Under Section 252(i) of the Communications Act

Dear Mr. Marlow:

Verizon Pennsylvania LLC. ("Verizon"), a Pennsylvania limited liability company, with principal place of business at 1717 Arch Street, Philadelphia, PA 19103, has received correspondence stating that RCLEC, Inc. ("RCLEC"), a Delaware corporation, with principal place of business at 1400 Fashion Island Blvd., 7th floor, San Mateo, California 94404 wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between Princeton Hosted Solutions, LLC ("Princeton") and Verizon that was approved by the Pennsylvania Public Utility Commission (the "Commission") as an effective agreement in the Commonwealth of Pennsylvania, as such agreement exists on the date hereof after giving effect to operation of law (the "Terms"). I understand RCLEC has a copy of the Terms. Please note the following with respect to RCLEC's adoption of the Terms.

1. By RCLEC's countersignature on this letter, RCLEC hereby represents and agrees to the following seven points:
  - A. RCLEC adopts (and agrees to be bound by) the Terms and, in applying the Terms, agrees that RCLEC shall be substituted in place of Princeton Hosted Solutions, LLC and Princeton in the Terms wherever appropriate.
  - B. For the avoidance of any doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon (i) that no longer applies to Verizon under the Report and Order and Order on Remand (FCC 03-

36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), or the Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released by the FCC on February 4, 2005 (the "TRO Remand Order"), or (ii) that is otherwise not required by 47 U.S.C. Section 251(c)(3) or by 47 C.F.R. Part 51.

- C. Notice to RCLEC and Verizon as may be required or permitted under the Terms shall be provided as follows:

To RCLEC, Inc.:

Attention: John Marlow  
1400 Fashion Island Blvd., 7th floor  
San Mateo, CA 94404  
Telephone Number: (650) 472-4071, Ext.: None  
Facsimile Number: (650) 472-4071  
Internet Address: johnm@ringcentral.com

Attention: Anita Taff-Price  
1547 Palos Verdes, #298  
Walnut Creek, CA 94595  
Telephone Number: (415) 699-7885, Ext.: None  
Facsimile Number: (925) 274-0988  
Internet Address: anita@icommlaw.com

To Verizon:

Director-Negotiations  
Verizon Global Wholesale  
600 Hidden Ridge  
HQEWMNOTICES  
Irving, TX 75038  
Facsimile Number: (972) 719-1519  
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Deputy General Counsel  
Verizon Global Wholesale  
1320 N. Court House Road  
9<sup>th</sup> Floor  
Arlington, VA 22201  
Facsimile: (703) 351-3656

- D. RCLEC represents and warrants that it is a certified provider of local telecommunications service in the Commonwealth of Pennsylvania, and that its adoption of the Terms will cover services in Verizon Pennsylvania's service territory in the Commonwealth of Pennsylvania only.
- E. In the event an interconnection agreement between Verizon and RCLEC is currently in effect in the former Bell Atlantic service territory within the Commonwealth of Pennsylvania (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or

accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.

- F. Verizon's standard pricing schedule for interconnection agreements in the Commonwealth of Pennsylvania (as such schedule may be amended from time to time) (attached as Appendix A hereto) shall apply to RCLEC's adoption of the Terms. RCLEC should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.
  - G. RCLEC's adoption of the Terms shall become effective on March 11, 2014. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by RCLEC as to the points set out in Paragraph One hereof. The term and termination provisions of the Terms shall govern RCLEC's adoption of the Terms. The adoption of the Terms is currently scheduled to expire on September 30, 2014.
- 2. As the Terms are being adopted by RCLEC pursuant to Section 252(i) of the Act, Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in the Terms as a result of RCLEC's adoption of the Terms.
  - 3. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commission, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
  - 4. Verizon reserves the right to deny RCLEC's application of the Terms, in whole or in part, at any time:
    - A. when the costs of providing the Terms to RCLEC are greater than the costs of providing them to Princeton;
    - B. if the provision of the Terms to RCLEC is not technically feasible; and/or
    - C. to the extent that Verizon otherwise is not required to make the Terms available to RCLEC under applicable law.
  - 5. For the avoidance of any doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the

position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 and in the Order on Remand and Report and Order and Further Notice of Proposed Rulemaking, CC Docket No. 99-68, (adopted November 5, 2008) ("*FCC Internet Orders*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.<sup>1</sup> Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Orders*, not pursuant to adoption of the Terms.<sup>2</sup> Moreover, in light of the *FCC Internet Orders*, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.<sup>3</sup> In fact, the *FCC Internet Orders* made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.<sup>4</sup>

6. Should RCLEC attempt to apply the Terms in a manner that conflicts with Paragraphs Two through Paragraphs Five above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.
7. In the event that a voluntary or involuntary petition has been or is in the future filed against RCLEC under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (A) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and RCLEC's adoption of the Terms shall in no way impair such rights of Verizon; and (B) all rights of RCLEC resulting from RCLEC's adoption of the Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

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<sup>1</sup> Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("*FCC Remand Order*") ¶44, remanded, *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. See *WorldCom, Inc. v. FCC*, No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

<sup>2</sup> For your convenience, an industry letter distributed by Verizon explaining its plans to implement the FCC Internet Order can be viewed at [http://www22.verizon.com/wholesale/library/local/industryletters/1,,east-wholesale-resources-clec\\_01-05\\_21,00.html](http://www22.verizon.com/wholesale/library/local/industryletters/1,,east-wholesale-resources-clec_01-05_21,00.html).

<sup>3</sup> See, e.g., 47 C.F.R. Section 51.809(c).

<sup>4</sup> *FCC Internet Order* ¶ 82.

**SIGNATURE PAGE**

Please arrange for a duly authorized representative of RCLEC to sign this letter in the space provided below and return it to Verizon.

Sincerely,

VERIZON PENNSYLVANIA LLC.

*Sherri D. Schiads*  
~~Jerome S. Holland~~ *Sherri D. Schiads*  
~~Vice President - Verizon Global Wholesale Ops~~

*Acting Director - Interconnection  
Global Wholesale*

4/8/14

DATE

Reviewed and countersigned as to Paragraph 1:

RCLEC, INC.

DocuSigned by:

*John M*

62F585D8F8044E1...

John Marlow  
CEO

3/20/2014

DATE

Attachment

**APPENDIX A<sup>1</sup>**  
**(PENNSYLVANIA EAST)**  
**v1.18**

**A. INTERCONNECTION<sup>2</sup>**

| <u>Service or Element Description:</u>   | <u>Recurring Charges:</u>   | <u>Non-Recurring Charge:</u>  |
|--|---|---|
| <b>I. Reciprocal Compensation Traffic Termination</b>  |   |   |
| Reciprocal Compensation Traffic End Office Rate  | \$ .000987/MOU  | Not Applicable  |
| Reciprocal Compensation Traffic Tandem Rate  | \$ .002439/MOU  | Not Applicable  |
| <b>II. Entrance Facilities and Transport for Interconnection</b>   | Per Verizon FCC Interstate Tariff No. 1   | Per Verizon FCC Interstate Tariff No. 1   |
| A. Entrance facilities, and transport, as appropriate, for Interconnection at Verizon End Office, Tandem Office, or other Point of Interconnection | Section 6 for Feature Group D service, as amended from time to time   | Section 6 for Feature Group D service, as amended from time to time   |
|  | Per intrastate Verizon PA PUC No. 302 Section 6 access tariff for Feature Group D service, as amended from time to time | Per intrastate Verizon PA PUC No. 302 Section 6 access tariff for Feature Group D service, as amended from time to time |

<sup>1</sup> This Appendix may contain rates for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like that Verizon is not required to provide under Section 251 of the Act). Notwithstanding any such rates (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

All rates and charges set forth in this Appendix shall apply until such time as they are replaced by new rates and/or charges as the Commission or the FCC may approve or allow to go into effect from time to time, subject however, to any stay or other order issued by any court of competent jurisdiction. In addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and RCLEC shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the FCC's Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338 (FCC rel. Feb. 4, 2005) (the "TRRO"), the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise. In addition, as set forth in Industry Notices, access tariff rates and/or other applicable non-UNE rates may apply equivalent for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

Unless a citation is provided to a generally applicable Verizon tariff, all listed rates and services are available only to RCLEC when purchasing these services for use in the provision of Telephone Exchange Service, and apply only to Reciprocal Compensation Traffic and local Ancillary Traffic. Verizon rates and services for use by RCLEC in the carriage of Toll Traffic shall be subject to Verizon's tariffs for Exchange Access Service. Adherence to these limitations is subject to a reasonable periodic audit by Verizon.

<sup>2</sup> All rates and charges specified herein are pertaining to the Interconnection Attachment.



**Service or Element Description:**

**Recurring Charges:**

**Non-Recurring Charge:**

**III. Exchange Access Service**

Interstate

Per Verizon FCC Interstate Tariff No. 1, Section 6 for Feature Group D service, as amended from time to time.

Intrastate

Per intrastate Verizon PA PUC No. 302, Section 6 access tariff for Feature Group D service, as amended from time to time

**IV. Fiber Meet**

To be charged in accordance with the requirements of the Interconnection Attachment.

**V. Tandem Transit Traffic Service**

Tandem Switching

\$.001146/MOU

Per Section II. above, as applicable

Switched Transport

\$.000206/MOU  
\$.000010/MOU/Mile

**B. UNBUNDLED NETWORK ELEMENTS<sup>3 4</sup>**

**Service or Element Description:**

**Recurring Charges:**

**Non-Recurring Charge:**

**I. Interoffice Facilities**

As applicable per Verizon PA PUC 216 as amended from time to time.

**II. Digital Cross-Connect System**

As applicable per Verizon PA PUC 216 as amended from time to time.

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<sup>3</sup> All rates and charges specified herein are pertaining to the Network Elements Attachment. The rates set forth herein are subject to, and shall not have the effect of limiting, footnote 1 above. Verizon does not agree that UNE prices must be based solely on forward-looking costs, and Verizon reserves the right to change UNE prices to conform to any modification of the FCC's UNE pricing rules.

<sup>4</sup> For the avoidance of any doubt, in addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and RCLEC shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the TRRO, the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise; in addition, as set forth in Industry Notices, access tariff rates and/or other applicable non-UNE rates may apply for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

**III. Unbundled Loops**

2 Wire ADSL compatible Loops  
 2 Wire HDSL compatible Loops  
 2 Wire SDSL compatible Loops  
 2 Wire IDSL compatible Loops

With the exception of 2 Wire HDSL, SDSL and IDSL, as applicable per Verizon PA PUC 216 as amended from time to time.

Density Cell:  
 1 - \$6.77/Month  
 2 - \$9.25/Month  
 3 - \$12.39/Month  
 4 - \$22.39/Month

Service Order: \$0.00  
 Installation:  
 If premises visit not required - \$1.44 initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$1.44, initial and each additional loop

Disconnect:  
 \$1.30 per loop

Cooperative Testing, per loop-\$0.00

Engineering query, \$0.00

Engineering Work Order, \$0.00

Manual Pre-Qualification, per loop \$0.00

Line and Station Transfer<sup>5</sup> (for xDSL Loops)

N/A

\$0.00/Loop

Line and Station Transfer<sup>6</sup> (for HotCut)

N/A

\$147.75/Loop

**IV. Intrastate Collocation**

As Applicable Per Verizon PA PUC No. 218 as amended from time to time

<sup>5</sup> Line and Station Transfer applies where Verizon swaps facilities in order to provision a Copper Facility.

<sup>6</sup> Line and Station Transfer applies where Verizon swaps facilities in order to provision a Copper Facility

**V. Line Splitting (also referred to as "Loop Sharing")**

**A. Unbundled Local Loops**

As Applicable per this Appendix A for UNE Local 2-Wire Digital (DSL qualified) Loops Monthly Recurring Charges and Non-Recurring Charges as amended from time to time. Includes, without limitation, Recurring 2-Wire Digital (DSL qualified) Loop Charges, Service Order Charge (per order), Service Connection Charge\* (per loop), Service Connection-Other Charge\* (per loop), and Provisioning charges. Also includes, without limitation, if applicable, Field Dispatch, TC Not Ready, Loop Qualification, Engineering Query, Engineering Work Order, Trouble Dispatch, Misdirects, Dispatch In, Out, and Dispatch Expedites, Installation Dispatch, Manual Intervention, Expedited, Digital Designed Recurring and Non-Recurring Charges.

**B. Other Charges**

**i. Regrade** \$ 3.28 NRC

**ii. \*Service Connection  
\*Service Connection/Other**

A second Service Connection NRC and Service Connection/Other NRC applies on New Loop Sharing Arrangements involving the connection of both voice and data connections.

**iii. Disconnect** A disconnect NRC applies, as applicable, on total Loop Sharing disconnects.

**iv. Line and Station Transfers/Pair Swaps** An LST/Pair Swap NRC applies, as applicable, on LST activity performed on New Loop Sharing Arrangements.

**C. Collocation Rates**

Collocation Rates (including, without limitation, Splitter Connection and Installation Rates)

As applicable per Verizon PA PUC No. 218 as amended from time to time.

**D. Applicable rates for Line Splitting are as set forth in Verizon's PA PUC No. 216 Tariff as amended from time to time.**

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<sup>7</sup> This Pricing Attachment incorporates by reference the rates set forth in the Agreement for the services and charges referenced herein. In the event this Pricing Attachment refers to a service that is not available under the Agreement, the Agreement shall control. Nothing in this Appendix A shall be deemed to require Verizon to provide a service that the Agreement does not require Verizon to provide.

**VI. EEL**

As applicable per Verizon PA PUC 216 as amended from time to time.

**VII. DARK FIBER**

|  |          |          |
|--|----------|----------|
| Records Review, per inquiry                  |          | \$0.00   |
| Records Review with Reservation, per inquiry |          | TBD      |
| Dark Fiber – IOF                             |          |          |
| Verizon C.O. to Verizon C.O                  |          |          |
| Service Order                                |          | \$55.22  |
| Serving Wire Center ("SWC") Charge/SWC/Pair  | \$15.95  | \$42.59  |
| IOF Mileage/Pair/mile                        | \$149.32 |          |
| IOF Mileage Installation Charge/Pair         |          | \$204.94 |
| Expedited Handling                           |          | \$94.34  |
| Intermediate Office Routing Charge           | \$10.66  | \$36.23  |
| Dark Fiber - LOOP                            |          |          |
| Service Order                                |          | \$55.22  |
| SWC Charge/SWC/Pair                          | \$15.95  | \$38.53  |
| Loop Charge/Pair                             |          |          |
| Rate Group A1                                | \$71.66  | \$566.97 |
| Rate Group A2                                | \$117.04 | \$566.97 |
| Rate Group B1                                | \$169.14 | \$566.97 |
| Rate Group B2                                | \$200.95 | \$566.97 |
| Expedited Handling                           |          | \$317.43 |

**VIII. Unbundled Sub-Loop Arrangement (USLA)**

As applicable per Verizon PA PUC 216 as amended from time to time.

**IX. Unbundled Drop Sub-Element (UDSE)**

As applicable per Verizon PA PUC 216 as amended from time to time.

**X. Network Interface Device (NID)**

Except as below for NID-to-NID as applicable per Verizon PA PUC 216 as amended from time to time.

|   |        |
|---|--------|
| NID - 2 Wire per NID/month - NID-to-NID | \$1.04 |
| NID - 4 Wire per NID/month - NID-to-NID | \$1.12 |

| <b>Service or Element Description:</b>                 | <b>Recurring Charges:</b> | <b>Non-Recurring Charges:</b> |
|--|---------------------------|-------------------------------|
| <b>XI. Routine Network Modifications<sup>8</sup></b>   |                           |                               |
| Clear Defective Pair (Where feasible)                  | N/A                       | TBD                           |
| Reassignment of Non-Working Cable Pair                 | N/A                       | TBD                           |
| Binder Group Rearrangement                             | N/A                       | TBD                           |
| Repeater – Installation                                | N/A                       | TBD                           |
| Apparatus Case – Installation                          | N/A                       | TBD                           |
| Range Extenders – DS0 Installation                     | N/A                       | TBD                           |
| Range Extenders – DS1 Installation                     | N/A                       | TBD                           |
| Channel Unit to Universal/Cotted DLC System (existing) | N/A                       | TBD                           |
| Serving Terminal – Installation/Upgrade                | N/A                       | TBD                           |
| Activate Dead Copper Pair                              | N/A                       | TBD                           |
| Multiplexer – 1/0 - Installation                       | N/A                       | TBD                           |
| Multiplexer – 1/0 – Reconfiguration                    | N/A                       | TBD                           |
| Multiplexer – 3/1 - Installation                       | N/A                       | TBD                           |
| Multiplexer – 3/1 – Reconfiguration                    | N/A                       | TBD                           |
| Multiplexer – Other – Installation                     | N/A                       | TBD                           |
| Move Drop  | N/A                       | TBD                           |
| Cross-Connection – Existing Fiber Facility             | N/A                       | TBD                           |
| Line Card – Installation                               | N/A                       | TBD                           |
| Copper Rearrangement                                   | N/A                       | TBD                           |
| Central Office Terminal – Installation                 | N/A                       | TBD                           |
| IDLC Only Condition                                    | N/A                       | TBD                           |
| Other Required Modifications                           | N/A                       | TBD                           |
| No Facilities - Confirmation                           | N/A                       | TBD                           |
|  |                           |                               |
| <b>OTHER</b>   |                           | TBD                           |
| Commingled Arrangements – per circuit NRC              | N/A                       | TBD                           |
| Conversion – Service Order                             | N/A                       | TBD                           |
| Conversion - Installation per circuit                  | N/A                       | TBD                           |
| Circuit Retag – per circuit                            | N/A                       | TBD                           |
|  | N/A                       |                               |
| Dark Fiber – Dark Fiber Routine Network Modifications  | N/A                       | TBD                           |

<sup>8</sup> This Appendix may contain rates and charges for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates and/or charges (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

**C. RESALE<sup>9</sup>**

| <u>Service or Element Description:</u> | <u>Recurring Charges:</u> | <u>Non-Recurring Charge:</u> |
|--|---------------------------|------------------------------|
|--|---------------------------|------------------------------|

**I. Wholesale Discount for Resale of Retail Telecommunications Services<sup>10</sup>**

|  |   |  |
|--|---|--|
| Resale of retail services if RCLEC provides own operator services platform | 22.00% (Inclusive of PA gross receipts tax) |  |
| Resale of retail services if RCLEC uses Verizon operator services platform | 18.34% (Inclusive of PA gross receipts tax) |  |

**D. OPERATIONS SUPPORT SYSTEM**

As applicable per Verizon PA PUC 216 as amended from time to time.

**E. 911/E911**

Access pass-through to number portability purchaser

Transport  
Data Entry and Maintenance

Per section A. above.  
No Charge

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<sup>9</sup> All rates and charges specified herein are pertaining to the Resale Attachment.

<sup>10</sup> Excludes telecommunications services designed primarily for wholesale, such as switched and special exchange access service, and, subject to the provisions of the Resale Attachment, the following additional arrangements that are not subject to resale: limited duration (90 days or less) promotional offerings, public coin telephone service, and technical and market trials. Taxes shall be collected and remitted by the reseller and Verizon in accordance with legal requirements and as agreed between the Parties. Surcharges (e.g., 911, telecommunications relay service, universal service fund) shall be collected by the reseller and either remitted to the recipient agency or NECA, or passed through to Verizon for remittance to the recipient agency or NECA, as appropriate and agreed between the Parties. End user common line charges shall be collected by the reseller and remitted to Verizon.

**Service or Element Description:**

**Recurring Charges:**

**Non-Recurring Charge:**

**F. TIME AND MATERIALS**

As applicable per Verizon PA PUC 216 as amended from time to time.

**G. DIRECTORY LISTINGS & BOOKS**

Primary Listing (on initial UNE service order). For each residence telephone number, two (2) listings in the White Page directory are provided. For each business telephone number listed (except numbers of Centrex or Centrex-like services or indialing service station lines) one (1) listing is provided in the White Page Directory and one (1) listing in the Yellow Page directory of the type provided to Verizon-PA end user business customers for which no specific charge applies.

Not Applicable

Not Applicable

Other Tariffed Listing Services (For listings ordered in excess of the primary listings provided or other listing types, or listings ordered at a time other than initial UNE service order, or listings ordered not associated with a UNE service order, or for changes made to existing listings.)

Retail rates apply. For retail rates see Verizon-PA Tariff No. 1 sec. 5.B.

Books & delivery (annual home area directories only)

No charge for normal numbers of books delivered to end users; bulk deliveries to RCLEC per separate arrangement



**AMENDMENT NO. 1 TO THE INTERCONNECTION AGREEMENT  
BETWEEN VERIZON PENNSYLVANIA LLC AND RCLEC, INC.**

**AMENDMENT NO. 1**  
**TO THE**  
**INTERCONNECTION AGREEMENT**  
**BETWEEN**  
**VERIZON PENNSYLVANIA LLC**  
**AND**  
**RCLEC, INC.**

This Amendment No. 1 (this "Amendment") shall be deemed effective on March 11, 2014 (the "Amendment Effective Date"), by and between Verizon Pennsylvania LLC ("Verizon"), a Pennsylvania limited liability company with offices at 1717 Arch Street, Philadelphia, PA 19103 and RCLEC, Inc. ("RCLEC"), a Delaware corporation with offices at 1400 Fashion Island Blvd., 7th floor, San Mateo, California 94404. (Verizon and RCLEC 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**, pursuant to an adoption letter dated March 11, 2014 (the "Adoption Letter"), RCLEC adopted in the Commonwealth of Pennsylvania, the terms of the interconnection agreement between Princeton Hosted Solutions, LLC and Verizon that was approved by the Pennsylvania Public Utility Commission (such Adoption Letter and underlying adopted interconnection agreement referred to herein, together with any amendment(s) thereto, collectively being the "Agreement"); and

**WHEREAS**, on April 18, 2001, in the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68, 16 FCC Rcd 9151 ("Order"), the Federal Communications Commission affirmed its prior determination that Internet traffic is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act, but exercised its authority under Section 201 of the Act to establish a transitional plan for intercarrier compensation for Internet traffic that is not V/FX Traffic; and

**WHEREAS**, in accordance with the Order, Verizon has elected to offer an optional Reciprocal Compensation rate plan for traffic subject to Section 251(b)(5) of the Act, under which such traffic exchanged between Verizon and a local exchange carrier or CMRS provider in Verizon's service territory in a given state will be subject to compensation at the same rate applicable to intercarrier compensation for Internet traffic (that is not V/FX Traffic) in Verizon's service territory in that state under the terms of the Order; and

**WHEREAS**, RCLEC has requested that the Parties 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 (hereinafter referred to as 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").
  - 1.1 **Reciprocal Compensation Rate.**
    - 1.1.1 The Reciprocal Compensation Rate that shall apply pursuant to Section 251(b)(5) of the Act and Section 7 of the Interconnection Attachment of the Agreement for the transport and termination of Reciprocal Compensation Traffic shall be the Reciprocal Compensation Rate set out in Exhibit A to this Amendment.
    - 1.1.2 [Intentionally Left Blank].
    - 1.1.3 The Reciprocal Compensation Rate provided for in Section 1.1.1 above shall replace and apply in lieu of the Reciprocal Compensation Rate for the transport and termination of Reciprocal Compensation Traffic set out in the Agreement (including, but not limited to, the Reciprocal Compensation Rate set out in Section A.I of Appendix A of the Adoption Letter).
    - 1.1.4 The Reciprocal Compensation Rate provided for in Section 1.1.1 above shall apply to the Parties in an equal and symmetrical manner.
    - 1.1.5 The Reciprocal Compensation Rate (including, but not limited to, per minute of use rates) billed by RCLEC to Verizon shall not exceed the Reciprocal Compensation Rate (including, but not limited to, per minute of use rates) billed by Verizon to RCLEC.
    - 1.1.6 The rates provided for in Section 1.1.1 above shall apply until such time as they are replaced prospectively by such new rates as may be approved or allowed into effect from time to time by the Commission pursuant to FCC orders and FCC regulations, or by the FCC, subject to a stay or other order issued by a court of competent jurisdiction.
    - 1.1.7 For the avoidance of any doubt, Reciprocal Compensation Traffic, to which the Reciprocal Compensation Rate shall apply as set forth herein, may include Reciprocal Compensation Traffic that originates or terminates in Internet Protocol ("VoIP-PSTN Traffic").
  - 1.2 Reciprocal Compensation shall not apply to traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act.
  - 1.3 "Internet Traffic" means any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission, but shall not include VoIP-PSTN Traffic.
  - 1.4 [Intentionally Left Blank].

- 1.5 Reciprocal Compensation shall not apply to Internet Traffic, or to any traffic that does not originate and terminate within the same basic exchange area as defined by Verizon, based on the actual originating and terminating points of the complete end-to-end communication.
- 1.6 The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the Order and other applicable FCC orders and FCC regulations, including, without limitation, the Order in Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. § 160(c) from Application of the ISP Remand Order, 19 FCC Rcd 20179, WC Docket No. 03-171 (2004) (the "Core Order").
- 1.7 The determination of whether traffic is Reciprocal Compensation Traffic or Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions, of the Order (including, but not limited to, in accordance with the rebuttable presumption established by the Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Internet Traffic, and in accordance with the process established by the Order for rebutting such presumption before the Commission), as modified by the Core Order and other applicable orders and rules of the FCC.

2. Miscellaneous Provisions.

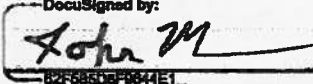
- 2.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment 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.
- 2.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 2.3 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.
- 2.4 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.
- 2.5 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.

- 2.6 **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.
- 2.7 **Amendments.** No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 **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.
- 2.9 **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.
- 2.10 **No Arbitrage.** RCLEC represents and warrants that as of the Amendment Effective Date, and covenants that so long as this Amendment and the Agreement remain in effect, neither RCLEC, nor any competitive local exchange carrier controlled by or under common control with RCLEC, shall exchange with Verizon, or any incumbent local exchange carrier controlled by or under common control with Verizon, Reciprocal Compensation Traffic or Measured Internet Traffic for the Commonwealth of Pennsylvania at any rates other than the rates for such traffic as specified in this Amendment.

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

**RCLEC, INC.**

**VERIZON PENNSYLVANIA LLC**

By:  \_\_\_\_\_  
DocuSigned by:  
John M  
B2F58E06F084E1

By: Sheepi D. Schab \_\_\_\_\_

Printed: John Marlow

Printed: SHEEPI D. SCHAB

Title: CEO

Title: Acting Director - Interconnectivity  
Global Wholesale

Date: 3/20/2014 \_\_\_\_\_

Date: 4/8/14 \_\_\_\_\_

**EXHIBIT A**

**A. SERVICES, FACILITIES, AND ARRANGEMENTS:**

| <b><u>Service or Element Description:</u></b>  | <b><u>Recurring Charges:</u></b>  | <b><u>Non-Recurring Charge:</u></b> |
|--|---|-------------------------------------|
| <b>I. Reciprocal Compensation Traffic Termination</b><br>Reciprocal Compensation Traffic | Amendment Effective<br>Date and thereafter –<br>\$0.0007 per minute of<br>use | Not Applicable                      |

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