



900 Race Street
6th Floor
Philadelphia, PA 19107

Suzan DeBusk Paiva
Associate General Counsel
Suzan.d.paiva@verizon.com

December 14, 2022

VIA ELECTRONIC FILING

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

RE: Joint Filing of Verizon North LLC and
Fusion Cloud Services, LLC f/k/a Birch Communications, Inc. for
Approval of an Interconnection Agreement Amendment
[Reference Docket No. A-2008-2071409]
Dkt. No. _____

Dear Secretary Chiavetta:

For filing and approval by the Commission, enclosed please find the UNE/Resale Forbearance Amendment regarding the above-referenced interconnection agreement between Verizon North LLC and Fusion Cloud Services, LLC f/k/a Birch Communications, Inc. This amendment is being filed in accordance with the August 2, 2019 Federal Communications Commission's Order in WC Docket Nos. 18-141 et al.

As evidenced by the cc: below, notice of this filing is being provided to Fusion Cloud Services, LLC.

Please do not hesitate to contact me with any questions.

Very truly yours,

Suzan D. Paiva
SDP/sau
Enclosure

Via Email

cc: Fusion Cloud Services, LLC – Legal Department
Attached Service List

SERVICE LIST

Patrick Cicero, Esq.
Consumer Advocate
Office of Consumer Advocate
555 Walnut Street, 5th Floor
Harrisburg, PA 17101-1925
telco@paoca.org

Teresa Wagner
Office of Small Business Advocate
555 Walnut Street, 1st Floor
Harrisburg, PA 17101
tereswagne@pa.gov

Richard A. Kanaskie
Bureau of Investigation & Enforcement
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265
RKANASKIE@pa.gov

Office of Special Assistants
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265
RA-OSA@pa.gov

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

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

**UNE/RESALE FORBEARANCE AMENDMENT
TO THE
INTERCONNECTION AGREEMENTS
BETWEEN
THE VERIZON PARTIES
AND
THE CUSTOMER PARTIES**

THIS AMENDMENT (this "Amendment"), by and between each of the Verizon incumbent local exchange carrier ("ILEC") affiliates listed in Attachment 1 to this Amendment (individually and collectively "Verizon" or the "Verizon Parties"), and Fusion Cloud Services, LLC, on behalf of itself and each of the Fusion Connect competitive local exchange carrier ("CLEC") affiliates listed in Attachment 1 hereto (individually and collectively "Customer" or the "Customer Parties"; Verizon and Customer may be hereinafter referred to individually as a "Party" and collectively as the "Parties"). This Amendment, upon execution by the Parties where indicated below, shall be effective as of the last date of signature by the Parties ("Amendment Effective Date"). Attachment 1 hereto lists, to the best of the Parties' knowledge, the Interconnection Agreements in effect between the Parties as of the Amendment Effective Date, with certain Customer names updated to reflect name changes, assignments or successors in interest as indicated in an amendment the Parties executed contemporaneously with this Amendment (collectively, the "Agreements," or individually the "Agreement").

WITNESSETH:

WHEREAS, Verizon and Customer, whether as original parties or as a result of Customer's adoption of an agreement pursuant to 252(i) of the Communications Act of 1934, as amended (the "Act"), are Parties to the Agreements under Sections 251 and 252 of the Act; and

WHEREAS, on July 12, 2019, the Federal Communications Commission (the "FCC") released a Report and Order on Remand and Memorandum Opinion and Order in WC Docket Nos. 18-141 et al. that, in part, relieved price cap incumbent Local Exchange Carriers such as Verizon from offering certain DS1 Dedicated Transport and DS3 Dedicated Transport facilities as Unbundled Network Elements ("UNEs") pursuant to 47 U.S.C. § 251(c)(3), which became effective upon release (the "UNE Transport Forbearance Order"); and

WHEREAS, on August 2, 2019, the FCC released a Memorandum Opinion and Order in WC Docket Nos. 18-141 et al. (the "UNE Loop/Resale Forbearance Order"), which became effective upon release (the UNE Loop/Resale Forbearance Order, together with the UNE Transport Forbearance Order, the "UNE/Resale Forbearance Orders"); and

WHEREAS, in light of the foregoing developments, the Parties, each without waiving any rights or arguments it may have with respect to whether an amendment is required to effectuate the UNE/Resale Forbearance Orders under the existing terms of the Agreements, wish to amend the Agreements as set forth herein; and

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 Agreements. The Agreements are amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreements (hereinafter collectively referred to as the "Amended Agreements" or individually, the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreements or an applicable Verizon Tariff or Verizon Statement of Generally Available Terms and Conditions ("SGAT") that may be referenced (whether specifically or by a general reference to a "tariff" or "tariffs") in the Agreement independent of this Amendment. Throughout this Amendment, the use of the term "applicable" as used in the

preceding sentence of this Amendment denotes whether a Verizon Tariff or SGAT applies under and is referenced (whether specifically or by general reference to a "tariff" or "tariffs") in the Agreement independent of this Amendment.

2. Discontinuation of UNE Analog Loops.

- 2.1 Effective as of February 3, 2020, notwithstanding any other term or condition of the Amended Agreement or a Verizon Tariff or SGAT, and subject to the transitional provisions set forth in Subsections 2.2 and 2.3 below, Customer shall not order or obtain UNE Analog Loops from Verizon (whether via new orders or conversions of existing special access circuits or other services), and Verizon shall not be obligated to provide UNE Analog Loops to Customer (whether via new orders or conversions of existing special access circuits or other services).
- 2.2 Through February 2, 2020, Customer was allowed to place new orders for UNE Analog Loops and Verizon was required to provision such new orders that would otherwise be precluded under Section 2.1 above; provided such new orders were accurate, complete and otherwise conformed to the ordinary ordering requirements that apply under the Amended Agreement.
- 2.3 Any UNE Analog Loop that Customer purchased as of February 2, 2020 or that was installed pursuant to an order placed as of February 2, 2020 will continue to be available at the rates, terms and conditions that apply under the Amended Agreement (including, but not limited to, any applicable Verizon Tariff referenced (whether specifically or by general reference to a "tariff" or "tariffs") in the Agreement independent of this Amendment) through August 2, 2022 ("UNE Analog Loop Transition Deadline"), unless, prior to such date, such UNE Analog Loop is disconnected or terminated by Customer or terminated by Verizon for any reason permitted under the Amended Agreement (including, but not limited to, any applicable Verizon Tariff referenced (whether specifically or by general reference to a "tariff" or "tariffs") in the Agreement independent of this Amendment). After August 2, 2022, Verizon will no longer provide or maintain under the Amended Agreement any UNE Analog Loop that remains in service as of August 2, 2022.
- 2.4 For the avoidance of any doubt, the limitations on availability of UNE Analog Loops set forth herein apply regardless of whether the UNE Analog Loop is ordered or used as a stand-alone UNE, in combination with another UNE (e.g., as part of loop-transport combination), or commingled with a non-UNE service or other arrangement.

3. Discontinuation of UNE DS1 and DS3 Dedicated Transport Between Certain Wire Centers.

3.1 DS1 and DS3 UNE Triggering Endpoints.

- 3.1.1 For purposes of this Section 3: (a) a "Tier 1" Wire Center is a Wire Center that Verizon identifies (or has identified) as a Tier 1 Wire Center in an industry notice(s) and/or in an applicable Verizon Tariff that is referenced (whether specifically or by general reference to a "tariff" or "tariffs") in the Agreement to implement FCC rules (including without limitation 47 C.F.R. § 51.319(d)(3)) that were effective prior to the UNE Transport Forbearance Order; (b) a "Tier 2" Wire Center is a Wire Center that Verizon identifies (or has identified) as a Tier 2 Wire Center in an industry notice(s) and/or in an applicable Verizon Tariff that is referenced (whether specifically or by general reference to a "tariff" or "tariffs") in the Agreement to implement FCC rules (including without

limitation 47 C.F.R. § 51.319(d)(3)) that were effective prior to the UNE Transport Forbearance Order; (c) a "Tier 3" Wire Center is a Verizon Wire Center that Verizon has not identified as a Tier 1 or a Tier 2 Wire Center as described in (a) and (b) preceding; (d) the two Wire Centers at either end of a Dedicated Transport route are the "endpoints" of the route; (e) the "DS3 UNE Triggering Endpoint(s)" for a DS3 Dedicated Transport route are those endpoints of the route which are Tier 3 Wire Centers; and (f) the "DS1 UNE Triggering Endpoint(s)" for a DS1 Dedicated Transport route are those endpoints that are either Tier 2 or Tier 3 Wire Centers.

3.1.2 Pursuant to Verizon's industry notices (and/or Tariff filings referenced in Section 3.1.1 above) issued to implement 47 C.F.R. § 51.319(d)(3) that went into effect prior to the UNE Transport Forbearance Order: (a) DS1 Dedicated Transport is available as a UNE only on routes for which either endpoint is (or both endpoints are) a DS1 UNE Triggering Endpoint, and (b) DS3 Dedicated Transport is available as a UNE only on routes for which either endpoint is (or both endpoints are) a DS3 UNE Triggering Endpoint.

3.2 Effect of UNE Transport Forbearance Order on DS1 and DS3 UNE Triggering Endpoints. To the extent UNE DS1 Dedicated Transport and UNE DS3 Dedicated Transport would otherwise be available under the Agreement given the limitations set forth in Section 3.1 above (or limitations that otherwise apply under the Agreement or an applicable Verizon Tariff referenced (whether specifically or by general reference to a "tariff" or "tariffs") in the Agreement), such availability is subject to the further limitations set forth in this Section 3.2 and other sections that follow:

3.2.1 UNE DS1 Dedicated Transport. For purposes of determining whether DS1 Dedicated Transport is available as a UNE under Section 3.1.2 above, a Tier 2 or Tier 3 Wire Center shall not be deemed a DS1 UNE Triggering Endpoint if competitive fiber is present within one-half mile of that Wire Center. Thus, for example: (a) if both ends of a route were Tier 2 or 3 Wire Centers, but competitive fiber is present within one-half mile of only one of those Wire Centers, then UNE DS1 Dedicated Transport would be available as a UNE on such route, and (b) if both ends of a route were Tier 2 or 3 Wire Centers, but competitive fiber is present within one-half mile of both of those Wire Centers, then UNE DS1 Dedicated Transport would not be available as a UNE on such route, and (c) if one end of a route were a Tier 1 Wire Center and the other end of the route were a Tier 2 or 3 Wire Center that has competitive fiber present within one-half mile, then UNE DS1 Dedicated Transport would not be available as a UNE on such route. Customer shall not order or obtain, and Verizon shall not be obligated to provide, unbundled access (whether via new orders or conversions of existing special access circuits or other services) to DS1 Dedicated Transport as a UNE on a route where UNE DS1 Dedicated Transport is not available by application of this Section 3.2.1.

3.2.2 UNE DS3 Transport. For purposes of determining whether DS3 Dedicated Transport is available as a UNE under Section 3.1.2 above, a Tier 3 Wire Center shall not be deemed a DS3 Triggering Endpoint if competitive fiber is present within one-half mile of that Wire Center. Thus, for example: (a) if one end of a route were a Tier 1 or 2 Wire Center, and the other end of the route were a Tier 3 Wire Center with

competitive fiber located within one-half mile, then UNE DS3 Dedicated Transport would not be available as a UNE on such route, (b) if both ends of a route were Tier 3 Wire Centers, but competitive fiber is present within one-half mile of both of those Tier 3 Wire Centers, then UNE DS3 Dedicated Transport would not be available as a UNE on such route; and (c) if one end of a route were a Tier 3 Wire Center without competitive fiber being located within one-half mile, and the other end of the route were a Tier 3 Wire Center with competitive fiber located within one-half mile, then UNE DS3 Dedicated Transport would be available as a UNE on such route. Customer shall not order or obtain, and Verizon shall not be obligated to provide, unbundled access (whether via new orders or conversions of existing special access circuits or other services) to DS3 Dedicated Transport as a UNE on a route where UNE DS3 Dedicated Transport is not available by application of this Section 3.2.2.

- 3.2.3 For purposes of this Section, the Wire Centers for which competitive fiber is available within one-half mile are those listed in the August 1, 2019 Public Release of the FCC's Wireline Competition Bureau in WC Docket 18-141 (DA 19-733), available as of the Amendment Effective Date at <https://docs.fcc.gov/public/attachments/DA-19-733A1.pdf>, (including, without limitation, any subsequent modifications and supplements to such list).
- 3.3 UNE DS1 Dedicated Transport or UNE DS3 Dedicated Transport that is unavailable as a UNE by application of the terms of Section 3.2 above may be referred to as "Discontinued DS1/DS3 Dedicated Transport." Notwithstanding any other term or condition of the Amended Agreement to the contrary, whether expressed or implied, (i) during the period that ended on January 12, 2020, Section 3.2 above did not preclude Customer from placing new orders for Discontinued DS1/DS3 Dedicated Transport, provided such new orders were accurate, complete and otherwise conformed to the ordinary ordering requirements that apply under the Amended Agreement and (ii) any new orders for Discontinued DS1/DSE Dedicated Transport were not permitted after January 12, 2020.
- 3.4 Discontinued DS1/DS3 Dedicated Transport that Customer purchased (i.e., in service) as of January 12, 2020 or that was installed pursuant to an order placed as of January 12, 2020 will continue to be available at the rates, terms, and conditions that apply under the Amended Agreement (including, but not limited to, any applicable Verizon Tariff referenced (whether specifically or by general reference to a "tariff" or "tariffs") in the Agreement independent of this Amendment) through July 12, 2022, unless, prior to such date, such Discontinued DS1/DS3 Dedicated Transport is (or was) disconnected or terminated by Customer or terminated by Verizon for any reason permitted under the Amended Agreement (including, but not limited to, any applicable Verizon Tariff referenced (whether specifically or by general reference to a "tariff" or "tariffs") in the Agreement independent of this Amendment). After July 12, 2022, Verizon will no longer provide or maintain under the Amended Agreement any such Discontinued DS1/DS3 Dedicated Transport that remains in service as of July 12, 2022.
- 3.5 For the avoidance of any doubt, the limitations on availability of UNE DS1 Dedicated Transport and UNE DS3 Dedicated Transport set forth herein apply regardless of whether the UNE DS1 Dedicated Transport or UNE DS3 Dedicated Transport is ordered or used as a stand-alone UNE, in combination with another

UNE (e.g., as part of loop-transport combination), or commingled with a non-UNE service or other arrangement.

4. Replacement Arrangements.

- 4.1 Where Verizon is permitted (or has been permitted) to cease providing a UNE under the Amended Agreement or an applicable Verizon Tariff referenced in the Agreement independent of this Amendment (such UNE, a "Discontinued UNE") and Customer (i) has not submitted a Local Service Request ("LSR") or Access Service Request ("ASR"), as appropriate, to Verizon requesting disconnection of the Discontinued UNE, and (ii) has not separately secured from Verizon an alternative arrangement to replace the Discontinued UNE as of the end of the applicable transition period, then Verizon may disconnect the subject Discontinued UNE with ninety (90) days' prior written notice to Customer, which notice may be given (if not already given prior to the Amendment Effective Date) as early as ninety (90) days in advance of the end of the applicable transition period so as to be effective as of the end of the applicable transition period. For the avoidance of any doubt, this Section does not authorize Verizon to disconnect any alternative arrangement that Customer has separately secured or that Verizon has notified Customer will replace the Discontinued UNE (Verizon's right to disconnect such alternative arrangement (e.g., for non-payment) being governed by the terms of the alternative arrangement (e.g., Verizon's access Tariff, where applicable).
- 4.2 In lieu of disconnecting the subject Discontinued UNE in the foregoing circumstances, Verizon, in its sole discretion and with ninety (90) days advanced notice referenced in Section 4.1 (for the avoidance of any doubt, Verizon already provided such notice prior to the Amendment Effective Date with respect to Discontinued DS1/DS3 Dedicated Transport and UNE Analog Loops), may elect to apply any of the following until such time as Verizon elects to disconnect the Discontinued UNE: (a) convert the subject Discontinued UNE to an arrangement available under a Verizon access Tariff (in which case month-to-month rates shall apply unless Verizon determines that the circuit is eligible for a different plan to which Customer then subscribes), a resale arrangement, or other commercial arrangement that Verizon identifies in writing to Customer, or (b) in lieu of such a conversion, reprice the subject Discontinued UNE by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an arrangement available under a Verizon access Tariff, a resale arrangement, or other commercial arrangement that Verizon identifies in writing to Customer (the rates, terms and conditions of such replacement arrangement that Verizon identifies under (a) or (b) preceding, the "Replacement Terms"). In the event Replacement Terms take effect under this Section and Customer then orders or requests an alternative arrangement available under a Verizon access Tariff or commercial agreement for the Discontinued UNE, and if such order or request results in the Discontinued UNE being subscribed to the alternative arrangement, then the applicable terms of such alternative arrangement shall apply upon the effective date of such subscription.
- 4.3 Without limiting Verizon's rights or Customer's obligations under this Section 4, Customer shall cooperate with Verizon in implementing the requirements of this Section 4 and shall promptly submit any LSR or ASR, if applicable, and take such other action that may be needed to implement such requirements.
- 4.4 Limitation With Respect to Replacement Arrangements. Notwithstanding any other provision of the Amended Agreement, any negotiations regarding any replacement arrangement or other facility or service that Verizon is not required to

provide under 47 U.S.C. § 251 and 47 C.F.R. Part 51 shall be deemed not to have been conducted pursuant to 47 U.S.C. § 252(a)(1), or 47 C.F.R. Part 51, and shall not be subject to arbitration pursuant to 47 U.S.C. § 252(b). Any reference in this Amendment to Verizon's provision of a facility, service, or arrangement that Verizon is not required to provide under 47 U.S.C. § 251 and 47 C.F.R. Part 51 is solely for the convenience of the Parties and shall not be construed to require or permit arbitration of any rates, terms, or conditions for such facility, service, or arrangement pursuant to 47 U.S.C. § 252(b) or other provision of Applicable Law.

5. Discontinuation of Wholesale Discount for Resold Services.

- 5.1 Notwithstanding any other term or condition of the Amended Agreement or an applicable Verizon Tariff or SGAT that may be referenced (whether specifically or by general reference to a "tariff" or "tariffs") in the Agreement independent of this Amendment, and subject to the transitional provisions set forth in Subsections 5.2 and 5.3 below, the wholesale discount for Telecommunications Services that Customer purchases for resale under 47 U.S.C. § 251(c)(4) (such discount that applies under the Agreement or applicable Tariff, the "Wholesale Discount") is not available to Customer and shall hereby cease to apply except as set forth in Sections 5.2. and 5.3 below.
- 5.2 Customer's new purchases of Telecommunications Services for resale at the Wholesale Discount were allowed to be made pursuant to the Amended Agreement through February 2, 2020.
- 5.3 After such date, any additional purchases of Telecommunications Services for resale are made at the retail price for such Telecommunications Service as set forth in Verizon's applicable Tariffs (or, if there is no Tariff retail price for such Telecommunications Service, Verizon's retail price for the Telecommunications Service that is generally offered to Verizon's end user customers) as well as all other rates, terms and conditions that apply to the resale of Telecommunications Services under the Agreement (including without limitation any Verizon Tariff referenced therein, whether specifically or generally) except that such purchases shall be deemed to be purchased for resale under 47 U.S.C. § 251(b)(1) and the Wholesale Discount shall not apply.
- 5.4 Any resold Telecommunications Services that Customer purchased as of February 2, 2020 (or installed pursuant to a valid order placed as of February 2, 2020) at the Wholesale Discount will remain available at the Wholesale Discount through August 2, 2022 unless, prior to such date, the resold Telecommunications Service is (or has been) disconnected or terminated by Customer or the Telecommunications Service is (or has been) discontinued or terminated by Verizon for any reason permitted under the Amended Agreement, or a Verizon Tariff, or Applicable Law, provided that, in the case of such a discontinuation or termination by Verizon, Verizon must have provided such notice as may be required by Applicable Law.
- 5.5 After August 2, 2022, any resold Telecommunications Service that is available per Section 5.3 above that has not previously been discontinued or terminated by Customer or otherwise discontinued or terminated by Verizon will continue to be provided by Verizon at the retail price for such Telecommunications Service as set forth in Verizon's applicable Tariffs (or, if there is no Tariff retail price for such Telecommunications Service, Verizon's retail price for the Telecommunications Service that is generally offered to Verizon's end user customers). Such services shall be deemed to be purchased for resale under 47 U.S.C. § 251(b)(1), and all rates, terms and conditions that apply to the resale of Telecommunications

Services under the Agreement (including without limitation any Verizon Tariff referenced therein), other than the Wholesale Discount shall continue to apply to such services.

6. Miscellaneous Provisions.

- 6.1 Existing Rights and Obligations. Nothing contained in this Amendment shall be deemed: (a) to obligate Verizon to offer or provide unbundled access to Analog UNE Loops, UNE DS1 Dedicated Transport or UNE DS3 Dedicated Transport, or any other unbundled network element (whether as a stand-alone UNE, as part of a combination, or otherwise) that was not already available to Customer under the Agreement prior to this Amendment (b) to obligate Verizon to offer or provide unbundled access at rates prescribed under Section 251(c)(3) of the Act to any facility that is or becomes a Discontinued UNE, whether as a stand-alone UNE, as part of a combination, or otherwise, (c) to obligate Verizon to apply the wholesale discount for resold services under 47 U.S.C. § 251(c)(4) where such discount and associated terms and conditions are not already available under the Agreement prior to this Amendment, or (d) to limit any right of Verizon under the Agreement (independent of this Amendment), or any Verizon Tariff or SGAT, or otherwise, to cease providing a Discontinued UNE, whether as a stand-alone facility, as part of a combination, or otherwise, or to cease providing the Wholesale Discount to resold services under 47 U.S.C. § 251(c)(4).
- 6.2 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, the terms and conditions of 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 6.2.
- 6.3 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the applicable Agreement.
- 6.4 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.
- 6.5 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.
- 6.6 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 Agreements, or to affect the right of a Party to exercise any right of termination it may have under the Amended Agreements.
- 6.7 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 any Party on the basis of authorship of this Amendment.

- 6.8 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of each of the Parties.
- 6.9 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.
- 6.10 Electronic Signatures. For the avoidance of any doubt, this Amendment may be signed electronically, and the Amendment and the signatures may be recorded and stored in an electronic form.
- 6.11 Definitions. For purposes of this Amendment, the following terms shall have the meanings set forth below:
- 6.11.1 Dedicated Transport. Shall have the meaning set forth in the respective Agreement and, for purposes of this Amendment, refers specifically to DS1- or DS3-capacity transmission facility, within a LATA, between Verizon Wire Centers or switches (as identified in the LERG) that is dedicated to a particular customer or carrier.
- 6.11.2 DS1 Dedicated Transport. Dedicated Transport having a total digital signal speed of 1.544 Mbps.
- 6.11.3 DS3 Dedicated Transport. Dedicated Transport having a total digital signal speed of 44.736 Mbps.
- 6.11.4 Tariff. Any applicable Federal or state tariff or product guide, as amended from time to time, that sets forth the generally available terms, conditions and prices under which Verizon makes a service, facility, arrangement or the like available for purchase. The term "Tariff" does not include any SGAT pursuant to Section 252(f) of the Act.
- 6.11.5 UNE Analog Loop. An unbundled two-wire or four-wire analog voice-grade copper loop as defined in UNE Loop/Resale Forbearance Order (by whatever name the Agreement or Verizon Tariff or SGAT that may be referenced in the Agreement independent of this Amendment may use to refer to such loops, including, but not limited to, where the term "link" is used in lieu of "loop").
- 6.11.6 Wire Center. As set forth in 47 C.F.R. § 51.5, a Wire Center is the location of a Verizon local switching facility containing one or more central offices, as defined in the Appendix to Part 36 of Chapter 1 of Title 47 of the Code of Federal Regulations. The Wire Center boundaries define the area in which all customers served by a given Wire Center are located.

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

THE CUSTOMER PARTIES

THE VERIZON PARTIES

By: *Pamela L Hintz*
Pamela L Hintz (Nov 21, 2022 14:58 EST)

By: *Claudine Celestino*
Claudine Celestino (Nov 21, 2022 16:44 EST)

Printed: Pamela L Hintz

Printed: Claudine Celestino

Title: Vice President of Regulatory Compliance

Title: Manager, Contract Management

Date: Nov 21, 2022

Date: November 21, 2022

Attachment 1

Customer Legal Entity Name	New Customer Legal Entity Name (if changed per this Amendment)	Verizon Legal Entity Name	State	Agreement Effective Date	Agreement ID (for Verizon Use Only)	UNE/Resale Amendment Agreement ID (for Verizon Use Only)
Birch Communications, Inc.	Fusion Cloud Services, LLC	Verizon New England Inc., d/b/a Verizon Massachusetts	MA	9/15/2008	00005397.0	00106764.0
Birch Communications, Inc.	Fusion Cloud Services, LLC	Verizon New Jersey Inc.	NJ	8/7/2009	00005404.0	00106765.0
Birch Communications, Inc.	Fusion Cloud Services, LLC	Verizon New York Inc.	NY	9/15/2008	00005405.0	00105156.0
Birch Communications, Inc.	Fusion Cloud Services, LLC	Verizon Pennsylvania LLC	PA	9/15/2008	00005406.0	00106766.0
Birch Communications, Inc.	Fusion Cloud Services, LLC	Verizon North LLC	PA	9/15/2008	00005413.0	00106767.0
Cbeyond Communications, LLC	Fusion Cloud Services, LLC	Verizon Washington, DC Inc.	DC	5/8/2007	00007459.0	00106768.0
Cbeyond Communications, LLC	Fusion Cloud Services, LLC	Verizon Delaware LLC	DE	6/1/2010	00007461.0	00106769.0
Cbeyond Communications, LLC	Fusion Cloud Services, LLC	Verizon Maryland LLC	MD	1/28/2008	00007465.0	00106770.0
Cbeyond Communications, LLC	Fusion Cloud Services, LLC	Verizon Virginia LLC	VA	6/21/2007	00007482.0	00106771.0
Ernest Communications, Inc.	Fusion Cloud Services, LLC	Verizon New England Inc., d/b/a Verizon Rhode Island	RI	1/17/2006	00014786.0	00106772.0
Fusion, LLC		Verizon New Jersey Inc.	NJ	6/23/2006	00023276.0	00106773.0
Fusion, LLC		Verizon New York Inc.	NY	12/1/2006	00023277.0	00106774.0