

Alexander W. Moore  
Deputy General Counsel

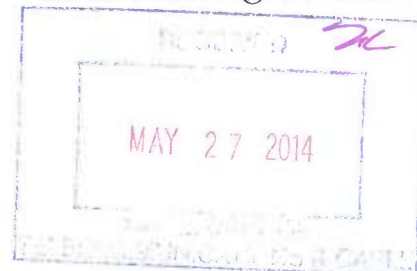


125 High Street  
Oliver Tower – 7<sup>th</sup> Floor  
Boston, MA 02110

Phone 617 743-2265  
Fax 617-342-8869  
alexander.w.moore@verizon.com

May 23, 2014

Catrice C. Williams, Secretary  
Department of Telecommunications & Cable  
1000 Washington Street, Suite 820  
Boston, MA 02118



Re: Interconnection Agreement between Verizon Massachusetts  
and RCLEC, Inc.

Dear Secretary Williams:

Enclosed for filing under Section 252(i) of the Telecommunications Act of 1996 is the adoption by RCLEC, Inc. of the interconnection agreement between Verizon Massachusetts and Wide Voice, LLC and Amendment No. 1.

Questions that the Department or interested persons may have regarding this filing should be directed to me or to RCLEC's representative. The address and telephone number of RCLEC's representative is:

John Marlow, CEO  
RCLEC, Inc.  
1400 Fashion Island Boulevard, Floor 7  
San Mateo, CA 94404  
Tel: (650) 472-4071

Thank you for your attention to this matter.

Respectfully submitted,

*Alexander W. Moore (kms)*

Alexander W. Moore

cc: Karlen Reed, Director

**Sherri D. Schlabs**  
Acting Director - Interconnection | Global Wholesale



**Global Wholesale**  
600 Hidden Ridge, HQE02L59  
Irving, Texas 75038

Phone: 972-718-5286  
[sherri.schlabs@verizon.com](mailto:sherri.schlabs@verizon.com)

April 18, 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 New England Inc., d/b/a Verizon Massachusetts ("Verizon"), a New York corporation, with principal place of business at 125 High Street - Oliver Tower, 7th Floor, Boston, MA 02110, 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 Wide Voice, LLC ("Wide Voice") and Verizon that was approved by the Massachusetts Department of Telecommunications & Cable (the "Commission") as an effective agreement in the Commonwealth of Massachusetts, as such agreement exists on the date hereof (including, without limitation, Amendment No. 1 thereto) 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 Wide Voice, LLC and Wide Voice 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 Massachusetts, and that its adoption of the Terms will cover services in the Commonwealth of Massachusetts only.
- E. In the event an interconnection agreement between Verizon and RCLEC is currently in effect in the Commonwealth of Massachusetts (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 Massachusetts (as such schedule may be amended from time to time) (attached as Appendix A hereto) shall apply to RCLEC's adoption of the Terms; provided, however, that if the Terms memorialize acceptance of Verizon's offer of an optional reciprocal compensation rate plan for non-Internet traffic subject to Section 251(b)(5) pursuant to the industry letter described in footnote 2 of this Letter, then the optional reciprocal compensation rate plan in the Terms shall apply to this adoption instead of the reciprocal compensation rates set forth in Appendix A. 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 April 18, 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 October 31, 2015.
- 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 Wide Voice;
    - 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.

---

<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 NEW ENGLAND INC., D/B/A VERIZON MASSACHUSETTS




Sherri D. Schlabs  
Acting Director - Interconnection | Global Wholesale

Reviewed and countersigned as to Paragraph 1:

RCLEC, INC.

DocuSigned by:



40E342809B1E40B...

John Marlow  
CEO

Attachment

**APPENDIX A<sup>1</sup>**  
**(MASSACHUSETTS)**  
**v1.15**

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

**I. Call Transport & Termination**

	Verizon Service	Non-recurring	Recurring
1.	Reciprocal Compensation Traffic Tandem or End Office Rate	Rates for Reciprocal Compensation are as set forth in Verizon Massachusetts DTE No. 17 Tariff, as amended from time to time	
2.	Access charges for Intrastate and/or Interstate	Per Verizon FCC Interstate Tariff No. 11 and intrastate Verizon Massachusetts DTE No. 15 access tariffs for Feature Group D service, as amended from time to time	
3.	Entrance facilities, and transport, as appropriate, for Interconnection at Verizon End Office, Tandem Office, Serving Wire Center, or other Point of Interconnection	Per Verizon FCC Interstate Tariff No. 11 and intrastate Verizon Massachusetts DTE No. 15 intrastate access tariffs for Feature Group D service, as amended from time to time	

**II. Transit Service**

- a. **Tandem Transit Traffic Service** (Switching) rates are found in DTE MA No. 17, as amended from time to time.
- b. **Dedicated Transit Service** rates are found in DTE MA No. 17, 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 for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

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

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

**I. Ordering of Service rates** are found in DTE MA No. 17.

**II. Issuance, payment and Crediting of Customer Bills rates** are found in DTE MA No. 17.

### **III. Unbundled Local Loops**

- (a) Monthly and Non-Recurring rates for Two Wire, Four Wire, (including analog, digital (xDSL), premium and High Capacity Links and related Loop elements) are found in DTE MA No. 17, as amended from time to time.
- (b) Rates for Line and Station Transfer<sup>5</sup> are as set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time, subject to the provisions of the Network Elements Attachment.

---

<sup>3</sup> All rates and charges specified herein are pertaining to the Unbundled Network Element Attachment. Verizon does not agree that UNE prices must be based solely on forward-looking costs, and Verizon reserves the right to seek 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.

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



#### IV. Line Splitting (also referred to as "Loop Sharing")<sup>6\*</sup>

##### A. Unbundled Local Loops

As Applicable per this Appendix 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

\$6.62 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 this Appendix A.

##### D. Rates for Line Splitting are as set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time.

---

<sup>6</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.

★ Both Option A and Option C assume there is an existing RCLEC Collocation arrangement.  
★

**V. Unbundled IOF**

Rates for Unbundled IOF are as set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time.

**VI. Unbundled Multiplexer**

Rates for Unbundled Multiplexer are as set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time.

**VII. Network Interface Device (NID) & House and Riser Cable**

Rates for Network Interface Device (NID) & House and Riser Cable are as set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time.

**VIII. Expanded Extended Loop (EEL)**

Rates for Expanded Extended Loop are as set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time.

**IX. Unbundled Dark Fiber**

Rates for Unbundled Dark Fiber are as set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time.

**X. Unbundled Sub-Loop Arrangements**

Per Verizon's DTE MA No. 17 Tariff, as amended from time to time.

<b>Service or Element Description:</b>	<b>Recurring Charges:</b>	<b>Non-Recurring Charges:</b>
<b>XI. Routine Network Modifications<sup>7</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 - DS-0 Installation	N/A	TBD*
RANGE EXTENDERS - DS-1 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	<u>N/A</u>	TBD*
OTHER REQUIRED MODIFICATIONS		TBD*
NO FACILITIES - Confirmation		TBD*
OTHER		
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*
DARK FIBER		
Dark Fiber routine Network Modifications	<u>N/A</u>	TBD*

<sup>7</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.

\* While Verizon is not pursuing charges associated with routine network modifications at this time. Verizon reserves the right to pursue such charges at a later date.

**C. Intrastate Collocation**

All rates for intrastate collocation shall be charged at rates found in Verizon's DTE MA No. 17 Tariff, as amended from time to time.

**D. RESALE<sup>8</sup>**

**I. Wholesale Discounts**

Wholesale discounts are as set forth in the Mass. DTE No.14 Tariff, as amended from time to time.

Month- to- month discounts (per qualifying retail rate):

- a. Where RCLEC purchases Verizon-provided Operator Services
  - (1) Business 18.42%
  - (2) Residence 18.42%
- b. Where RCLEC does not purchase Verizon Operator Services
  - (1) Business 22.05%
  - (2) Residence 22.05%

---

<sup>8</sup> All rates and charges specified herein are pertaining to the Resale Attachment.

#### **E. CUSTOMER USAGE DETAIL CHARGES**

##### **Record Charges**

- |                                                            |       |
|------------------------------------------------------------|-------|
| • Per record processed (EMR format)                        | \$TBD |
| • Per record processed (Tandem Subtending Arrangement/EMR) | \$TBD |
| • Per record transmitted                                   | \$TBD |
| • Per tape/cartridge                                       | \$TBD |

#### **F. 911/E911 INTERCONNECTION**

##### Monthly Rate:

1. \$252.00 per month for an unequipped DS1 Port and \$100 per month per voice grade trunk activated and equipped on the DS1 port.
2. \$0.05 per line per month for unbundled local Switching Element.

#### **G. OPERATIONS SUPPORT SYSTEMS**

a. 1. Rates for access to, development, maintenance and use of Operations Support Systems, as related to the provision of unbundled Network Elements, are as set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time, subject to the provisions of the Network Elements Attachment.

b. 1. Rates for all access to, development, maintenance and use of Operations Support Systems, as related to the provision of Resale, are as set forth in Verizon's DTE MA No. 14 Tariff, as amended from time to time.

#### **H. TIME AND MATERIALS CHARGES**

Rates for Time and Materials are as set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time.



**AMENDMENT NO. 1**  
**TO THE**  
**INTERCONNECTION AGREEMENT**  
**BETWEEN**  
**VERIZON NEW ENGLAND INC., D/B/A VERIZON MASSACHUSETTS**  
**AND**  
**RCLEC, INC.**

This Amendment No. 1 (this "Amendment") shall be deemed effective on May 9, 2014 (the "Amendment Effective Date"), by and between Verizon New England Inc., d/b/a Verizon Massachusetts ("Verizon"), a New York corporation with offices at 125 High Street - Oliver Tower, 7th Floor, Boston, MA 02110 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 Massachusetts (the "State").

**WITNESSETH:**

**WHEREAS**, pursuant to an adoption letter dated April 18, 2014 (the "Adoption Letter"), RCLEC adopted in the Commonwealth of Massachusetts, the terms of the interconnection agreement between Wide Voice, LLC and Verizon that was approved by the Massachusetts Department of Telecommunications & Cable (such Adoption Letter and underlying adopted interconnection agreement referred to herein, together with any amendment(s) thereto, collectively being the "Agreement"); and

**WHEREAS**, in the case *Talk America, Inc. v. Michigan Bell Telephone Co.*, 131 S.Ct. 2254 (2011), the United States Supreme Court issued an order addressing the obligations of an incumbent local exchange carrier ("ILEC") to make certain local interconnection facilities available to competitors at cost-based rates; 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. Rates for Qualifying Entrance Facilities. The rates for Qualifying Entrance Facilities, as defined in Section 2 of this Amendment, and subject to the terms hereof, shall be the rates set forth in Exhibit A hereto.
2. Qualifying Entrance Facilities. A "Qualifying Entrance Facility" shall be an existing DS-1 or DS-3 switched transport facility that is configured to carry Interconnection Trunks used for the transport and termination of Local Traffic originated by end-user Customers served by RCLEC, for termination to end-user Customers served by Verizon (such traffic, "Local First Party Traffic"), in accordance with Section 3 hereof.
  - 2.1 Qualifying Entrance Facilities shall include only such DS-1 or DS-3 facilities as exist as of the Amendment Effective Date and are available as of the date on which RCLEC submits an order (ASR) to obtain such facilities. Verizon shall be under no obligation to construct

new facilities for use as Qualifying Entrance Facilities if sufficient facilities do not exist or are unavailable as set forth in this subsection.

- 2.2 A Qualifying Entrance Facility shall not be used by RCLEC to deliver interexchange traffic, or any traffic other than Local Traffic.

- 2.2.1 "Local Traffic" for purpose of this Amendment shall be telephone traffic and similar communications on the public switched telephone network (e.g. facsimile transmissions), in which the physical location of the terminating end-user Customer is located within the basic local exchange area (as defined by the ILEC serving such location, and including non-optional extended area service) in which the originating end-user Customer is physically located.

- 2.3 A Qualifying Entrance Facility shall not be used by RCLEC to deliver transit traffic, third-party traffic, or for the exchange of any traffic other than traffic originated by end-user customers served by RCLEC, delivered to Verizon by RCLEC for termination to end-user customers served by Verizon.

- 2.4 Traffic exchanged over Qualifying Entrance Facilities shall comply with all obligations and meet all other requirements applicable to traffic exchanged over Interconnection Trunks, as set forth in the Agreement.

- 3. Interconnection with Qualifying Entrance Facilities. The following terms shall apply for network interconnection with Qualifying Entrance Facilities.

- 3.1 RCLEC shall establish a Point of Interconnection (each, a "Qualifying POI") located within the serving area of each local Tandem within a LATA in which RCLEC holds assigned telephone numbers, or in which Verizon end-users to which RCLEC terminates Local Traffic are located.

- 3.2 RCLEC shall deliver Local First Party Traffic to Verizon's relevant switch over Interconnection Trunks as follows:

- 3.2.1 RCLEC shall order, and (subject to the terms hereof) Verizon shall provide, Qualifying Entrance Facilities configured as One-Way or Two-Way Interconnection Trunks from each Qualifying POI to the relevant Verizon local Tandem (or, as set forth in Section 3.2.3, to the relevant Verizon End Office).

- 3.2.2 If Qualifying Entrance Facilities from one or more Qualifying POIs are unavailable as set forth herein, RCLEC shall order switched access services from such Qualifying POI to the relevant Verizon local Tandem (or, as set forth in Section 3.2.3, to the relevant End Office) out of Verizon's applicable intrastate switched access tariff, to be provided according to the terms and conditions set forth therein, and configured to carry One-Way or Two-Way Interconnection Trunks.

- 3.2.3 If the volume of Local First Party Traffic from a Qualifying POI to a particular Verizon End Office exceeds (a) 200,000 minutes of use in a single month, or (b) 600 busy hour Centum Call Seconds (BHCCS) in a single month, RCLEC shall implement direct trunking to such End Office, using Qualifying Entrance Facilities or other facilities as set forth in Sections 3.2.1 and 3.2.2.

- 3.3 RCLEC shall deliver traffic other than Local First Party Traffic (including non-Local Traffic, Tandem Transit Traffic, translated toll-free traffic, switched access traffic, and

911/E911 Traffic) to Verizon's relevant Tandem or End Office switch on separate trunk groups configured and provisioned as set forth in the Agreement.

4. Miscellaneous Provisions.

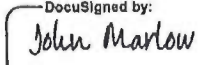
- 4.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment 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 4.1.
- 4.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 4.8 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.
- 4.9 Tariff Documents. 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.

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

**RCLEC, Inc.**

**VERIZON NEW ENGLAND INC., D/B/A VERIZON  
MASSACHUSETTS**

By:   
DocuSigned by:  
John Marlow  
49E81000BB4E40B...

By: 

Printed: John Marlow

Printed: Sherri D. Schlabs

Title: CEO

Title: Acting Director - Interconnection | Global  
Wholesale

Date: 5/6/2014

Date: 5/15/14



## EXHIBIT A

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

#### Service or Element Description:

#### Qualifying Entrance Facilities

DESCRIPTION	MA <sup>▲</sup>	
	MRC	NRC
DS1 – Entrance Facility – Monthly	\$79.99	
DS3 – Entrance Facility – Monthly - Fixed	\$762.68	
DS3 – Entrance Facility – Monthly – per ¼ mile or fraction thereof	\$8.29	
Dedicated Entrance Facilities – Per order		\$4.14
Dedicated Entrance Facilities – Per order - Expedited		\$4.61
Manual Intervention Surcharge		
Entrance Facilities – Per order		\$62.03
Entrance Facilities – Per order - Expedited		\$69.19
Service Connection – Central Office Wiring		
Dedicated IOF Entrance facility DS1- per facility		\$21.02
Dedicated IOF Entrance facility DS1- per facility – Expedited		\$31.97
Dedicated IOF Entrance Facility DS3, STS-1, OC-3 and OC-12 - Per facility		\$20.49
Dedicated IOF Entrance Facility DS3, STS-1, OC-3 and OC-12 - Per facility - Expedited		\$31.16
Service Connection – Other - Provisioning		
Dedicated IOF Entrance facility DS1- per facility		\$82.50
Dedicated IOF Entrance facility DS1- per facility – Expedited		\$120.95
Dedicated IOF Entrance Facility DS3, STS-1, OC-3 and OC-12 - Per facility		\$130.81
Dedicated IOF Entrance Facility DS3, STS-1, OC-3 and OC-12 - Per facility - Expedited		\$195.24

DESCRIPTION	MA <sup>♠</sup>	
	MRC	NRC
Dedicated Transport		
DS1 - Fixed -Monthly	\$37.12	
DS1 - Mileage – Monthly – Per mile	\$1.20	
DS3 - Fixed -Monthly	\$356.41	
DS3 - Mileage – Monthly – Per mile	\$16.42	
Dedicated IOF Transport – Per order		\$4.14
Dedicated IOF Transport – Per order - Expedited		\$4.61
Manual Intervention Surcharge		
Dedicated IOF Transport – Per order		\$62.03
Dedicated IOF Transport – Per order - Expedited		\$69.19
Service Connection – Central Office Wiring		
Dedicated IOF Transport - DS1 - per facility		\$20.13
Dedicated IOF Transport facility DS1 - per facility – Expedited		\$30.60
Dedicated IOF Transport - DS3, STS-1- Per facility		\$19.65
Dedicated IOF Transport Facility - DS3, STS-1, - Per facility - Expedited		\$29.87
Service Connection – Other - Provisioning		
Dedicated IOF Transport DS1- per facility		\$82.50
Dedicated IOF Transport DS1- per facility – Expedited		\$120.95
Dedicated IOF Transport DS3 or STS-1 - Per facility		\$130.81
Dedicated IOF Transport DS3 or STS-1 - Per facility - Expedited		\$195.24

<sup>♠</sup> Per Verizon's MA DTE No. 17 Tariff.