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REDACTED – FOR PUBLIC INSPECTION

March 14, 2024

VIA ECFS

**REQUEST FOR
CONFIDENTIAL TREATMENT**

Marlene H. Dortch, Secretary
Federal Communications Commission
45 L Street NE
Washington, DC 20554

Re: *BHN IP Enabled Services, LLC, Application for Authorization to Obtain Numbering Resources & Request for Confidential Treatment*
WC Docket No. 23-_____

Dear Ms. Dortch:

BHN IP Enabled Services, LLC (“Charter”) encloses for filing its Application to Obtain Numbering Resources (“Application”) and corresponding Confidential Exhibit A, an agreement between Charter (through its affiliate, Charter Communications Operating, LLC) and its carrier partner (Confidential Exhibit A or “Carrier Agreement”). The Application and Carrier Agreement are sent to you for filing pursuant to Section 52.15(g)(3)(ii) of the Commission’s Rules.

Charter respectfully requests that, pursuant to Sections 0.457 and 0.459 of the Commission’s rules, 47 C.F.R. §§ 0.457 and 0.459, the Commission withhold from public inspection and accord confidential treatment to the Carrier Agreement. The document contains trade secrets and commercial, technical and financial information that falls within Exemption 4 of the Freedom of Information Act (“FOIA”).¹

Exemption 4 of FOIA provides that the public disclosure requirement of the statute “does not apply to matters that are . . . (4) trade secrets and commercial or financial information obtained from a person and privileged or confidential.”² Charter is voluntarily providing this trade secret and commercial and financial information “of a kind that would not customarily be released to the public”; therefore, this information is “confidential” under Exemption 4 of FOIA.³ Moreover,

¹ 5 U.S.C. § 552(b)(4).

² *Id.*

³ See *Critical Mass Energy Project v. NRC*, 975 F.2d 871, 879 (D.C. Cir. 1992).

REDACTED – FOR PUBLIC INSPECTION

Marlene H. Dortch, Secretary

March 14, 2024

Page 2

Charter would suffer substantial competitive harm if the Carrier Agreement was disclosed and if the identity of its carrier partner was disclosed.⁴

In support of this request and pursuant to Section 0.459(b) of the Commission's rules,⁵ Charter hereby states as follows:

1. IDENTIFICATION OF THE SPECIFIC INFORMATION FOR WHICH CONFIDENTIAL TREATMENT IS SOUGHT⁶

Charter seeks confidential treatment of the Carrier Agreement, submitted with the Application as Confidential Exhibit A.

2. DESCRIPTION OF CIRCUMSTANCES GIVING RISE TO THE SUBMISSION⁷

The Carrier Agreement is being submitted to the Commission as proof of facilities readiness, as required by Section 52.15(g)(3)(ii)(H) of the Commission's rules.

3. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION IS COMMERCIAL OR FINANCIAL, OR CONTAINS A TRADE SECRET OR IS PRIVILEGED⁸

The information for which Charter seeks confidential treatment contains sensitive commercial, financial, and technical information as described in Section 0.457(d) of the Commission's rules.⁹ The Carrier Agreement contains trade secrets and proprietary commercial and technical information relating to the manner in which Charter and its carrier partner conduct network operations.

4. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION CONCERN'S A SERVICE THAT IS SUBJECT TO COMPETITION¹⁰

⁴ See *National Parks and Conservation Ass'n v. Morton*, 498 F.2d 765 (D.C. Cir. 1974).

⁵ 47 C.F.R. § 0.459(b).

⁶ 47 C.F.R. § 0.459(b)(1).

⁷ 47 C.F.R. § 0.459(b)(2).

⁸ 47 C.F.R. § 0.459(b)(3).

⁹ 47 C.F.R. § 0.457(d).

¹⁰ 47 C.F.R. § 0.459(b)(4).

REDACTED – FOR PUBLIC INSPECTION

Marlene H. Dortch, Secretary

March 14, 2024

Page 3

The Carrier Agreement provides detailed information relating to commercial and operational matters that could be used by competitors to the disadvantage of Charter. Disclosure of Charter's confidential information would cause substantial competitive harm.

5. EXPLANATION OF HOW DISCLOSURE OF THE INFORMATION COULD RESULT IN SUBSTANTIAL COMPETITIVE HARM¹¹

Competitors could use the information in the Carrier Agreement to Charter's detriment as they would gain access to sensitive and proprietary information about how Charter provides services as well as about Charter's commercial agreements with others that are not ordinarily disclosed to the public.

6. IDENTIFICATION OF ANY MEASURES TAKEN BY THE SUBMITTING PARTY TO PREVENT UNAUTHORIZED DISCLOSURE¹²

Charter has made the substance of the Carrier Agreement and the identity of its carrier partner known only to those employees who have a need to know the subject matter and those employees are aware of the confidential and sensitive nature of the information. The Carrier Agreement has not been disclosed by Charter to any non-signatories outside Charter except pursuant to appropriate confidentiality agreements.

7. IDENTIFICATION OF WHETHER THE INFORMATION IS AVAILABLE TO THE PUBLIC AND THE EXTENT OF ANY PREVIOUS DISCLOSURE OF THE INFORMATION TO THIRD PARTIES¹³

Charter has not previously disclosed the Carrier Agreement.

8. JUSTIFICATION OF THE PERIOD DURING WHICH THE SUBMITTING PARTY ASSERTS THAT MATERIAL SHOULD NOT BE AVAILABLE FOR PUBLIC DISCLOSURE¹⁴

Charter requests that the Carrier Agreement be treated as confidential for a period of ten years. This period is necessary due to the sensitive nature of the information in the Carrier Agreement.

¹¹ 47 C.F.R. § 0.459(b)(5).

¹² 47 C.F.R. § 0.459(b)(6).

¹³ 47 C.F.R. § 0.459(b)(7).

¹⁴ 47 C.F.R. § 0.459(b)(8).

REDACTED – FOR PUBLIC INSPECTION

Marlene H. Dortch, Secretary

March 14, 2024

Page 4

9. OTHER INFORMATION THAT CHARTER BELIEVES MAY BE USEFUL IN ASSESSING WHETHER ITS REQUEST FOR CONFIDENTIALITY SHOULD BE GRANTED¹⁵

Under applicable Commission and federal court precedent, the information provided by Charter on a confidential basis should be shielded from public disclosure. Exemption 4 of FOIA shields information that is: (1) commercial or financial in nature; (2) obtained from a person outside government; and (3) privileged or confidential. The commercial and financial information in question clearly satisfies this test.

Respectfully submitted,



Charles A. Hudak

Counsel for BHN IP Enabled Services, LLC

¹⁵ 47 C.F.R. § 0.459(b)(9).

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)
)
BHN IP Enabled Services, LLC,)
Applicant) WC Docket No. 23-_____
)
For Authorization to Obtain Numbering)
Resources Pursuant to Section 52.15(g) of the)
Commission's Rules

**APPLICATION OF BHN IP ENABLED SERVICES, LLC FOR AUTHORIZATION TO
OBTAIN NUMBERING RESOURCES**

BHN IP Enabled Services, LLC (“BHN”), a provider of interconnected Voice over Internet Protocol (“VoIP”) service, hereby respectfully requests authorization from the Federal Communications Commission (“FCC” or “Commission”) for numbering resources pursuant to Commission rule Section 52.15(g)(3)(ii).¹

As set forth in the Commission’s *Numbering Order*,² an interconnected VoIP provider may obtain numbering resources from the Numbering Administrator upon a showing that it is authorized to provide service in the area for which the numbering resources are requested. Such authorization may be obtained upon an application to the Commission containing the information described in Sections 52.15(g)(3)(ii)(A)-(N) of the Commission’s Rules. BHN requests the Commission grant it such authorization.

BHN provides the following information in support of this application:

¹ 47 C.F.R. § 52.15(g)(3)(ii).

² *Numbering Policies for Modern Communications*, 30 FCC Rcd. 6839 (2015).

1. Company Information (47 C.F.R. § 52.15(g)(3)(ii)(A))

Applicant Name, Address, Telephone Number, and Operating Company Number:

BHN IP Enabled Services, LLC
12405 Powerscourt Drive
St. Louis, Missouri 63131
Tel: (314) 394-9856
Website: www.spectrum.com

Contact Information for Issues Related to Regulatory Requirements, Compliance with FCC Rules, 911, and Law Enforcement:

Regulatory and Compliance:

Michael R. Moore
GVP Law – Telephone Regulatory
Charter Communications, Inc.
12405 Powerscourt Drive
St. Louis, Missouri 63131
Tel: (314) 394-9007
Email: Michael.Moore@charter.com

911:

John Cummings
Director – Telephone Regulatory
Charter Communications, Inc.
4145 S. Falkenburg Road, Suite 7
Riverview, FL 33578
Tel: (813) 302-0002
Email: John.Cummings@charter.com

Law Enforcement:

Tammy Deloach
Manager – Legal Response Ops Center
Charter Communications, Inc.
12405 Powerscourt Drive
St. Louis, Missouri 63131
Tel: (314) 394-9746
Email: Tammy.Deloach@charter.com

2. Acknowledgments (47 C.F.R. § 52.15(g)(3)(ii)(B) & (G))

BHN acknowledges that: (1) grant of the authorization sought by this application is subject to compliance with applicable Commission numbering rules, numbering authority delegated to the states, and industry guidelines and practices regarding numbering as applicable to telecommunications carriers; and (2) BHN must file requests for numbers with the relevant state commission(s) at least thirty days before requesting numbers from the Numbering Administrators.

3. Service Readiness (47 C.F.R. § 52.15(g)(3)(ii)(H))

BHN intends to provide service using numbers it obtains directly in the states of Florida and Alabama (LATA 480), although BHN ultimately intends to provide such service in additional states in its footprint.³

BHN is capable of providing service within sixty days of the numbering resources activation date. As proof of its facilities readiness, BHN has attached to this application (1) as Attachment A, an agreement between BHN (through its affiliate, Charter Communications Operating, LLC) and its carrier partner providing that the carrier partner will host BHN numbers on its switches and provide PSTN connectivity, which is the subject of a request for confidential treatment, and (2) as Attachment B, evidence of interconnection agreements between BHN's carrier partner and local exchange carriers in Florida and Alabama.

4. Certifications (47 C.F.R. § 52.15(g)(3)(ii)(J), (K) & (M))

BHN hereby certifies to the following:

- a. BHN complies with its Universal Service Fund contribution obligations under 47 C.F.R. part 54, subpart H; its Telecommunications Relay Service contribution obligations under 47 C.F.R. § 64.604(c)(5)(iii); its North American Numbering Plan and Local Number Portability

³ BHN's footprint includes service areas in the following states: Alabama, California, Florida, Georgia, Indiana and Michigan.

Administration contribution obligations under 47 C.F.R. §§ 52.17 and 52.32; its obligations to pay regulatory fees under 47 C.F.R. § 1.1154; and its 911 obligations under 47 C.F.R. part 9.

b. BHN possesses the financial, managerial, and technical expertise to provide reliable service. Indeed, BHN has the superior technical qualifications necessary to provide and maintain successful operations within its service area. For example, BHN has the capabilities to efficiently port and place telephone numbers into service and successfully route calls. In particular, the BHN management team's lengthy experience with number porting enables it, along with its carrier partner, to create routing arrangements that seamlessly deliver calls to numbers directly assigned to BHN. Furthermore, BHN's personnel have extensive business and network management experience in communications-related businesses and in serving its targeted customer segments. These individuals lead a team that is highly qualified to manage BHN's operations throughout its service area. The names of BHN's key management and technical personnel follow:

President and Chief Executive Officer:	Christopher Winfrey
President, Product and Technology:	Richard DiGeronimo
EVP, Network Operations:	Magesh Srinivasan
Chief Financial Officer:	Jessica Fischer
EVP, General Counsel & Corporate Secretary:	Jamal Haughton

None of the identified personnel are being or have been investigated by the FCC or any law enforcement or regulatory agency for failure to comply with any law, rule, or order.

c. Pursuant to 47 C.F.R. §§ 1.2001 and 1.2002, no party to the application is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988.⁴

5. Acknowledgment (47 C.F.R. § 52.15(g)(3)(x))

BHN acknowledges that (1) it will maintain the accuracy of all contact information and certifications in this application and will file a correction with the Commission and each applicable

⁴ See 21 U.S.C. § 862.

state within thirty days of any changes; (2) it will comply with applicable Commission numbering rules, numbering authority delegated to the states, and industry guidelines and practices regarding numbering as applicable to telecommunications carriers; (3) it will file requests for numbers with the relevant state commission(s) at least thirty days before requesting numbers from the Numbering Administrators; and (4) it will furnish accurate regulatory and numbering contact information to each state commission when requesting numbers in that state.

6. Conclusion

Pursuant to Section 52.15(g)(3)(ii) of the Commission's rules, BHN respectfully requests the Commission grant this application for authorization to obtain numbering resources.

Respectfully submitted,

/s/ Michael R. Moore
Michael R. Moore
GVP Law – Telephone Regulatory
Charter Communications, Inc.
12405 Powerscourt Drive
St. Louis, Missouri 63131
(314) 394-9007
Email: Michael.Moore@charter.com

Dated: March 14, 2024

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ATTACHMENT A

Agreement Between Charter and Carrier Partner

[CONFIDENTIAL – REDACTED IN ITS ENTIRETY]

REDACTED – FOR PUBLIC INSPECTION

ATTACHMENT B

Agreements Between Carrier Partner and Local Exchange Carriers

REDACTED – FOR PUBLIC INSPECTION

This Interconnection Agreement is entered into by and between CenturyTel of Alabama, LLC dba CenturyLink; Gulf Telephone Company dba CenturyLink, (CenturyLink), and Level 3 Communications L.L.C., in its capacity as a certified provider of local wireline Telecommunications Service, (CLEC). CenturyLink and Level 3 Communications, L.L.C., CLEC are herein referred to collectively as the "Parties" and each individually as a "Party" provided however, that even though this Agreement refers to the Incumbent Local Exchange Carriers (ILECs) doing business as "CenturyLink" by a single name, the terms and provisions of this Agreement shall apply separately and independently with respect to each of such separate, legal, entities, not as a collective group, and the exercise, assertion, application, waiver or enforcement of each and any of the terms, obligations, duties, liabilities, rights, privileges or other interests embodied in this Agreement by or against any of such ILECs shall pertain, in each instance, only with respect to a single, individual ILEC, and shall not be deemed to apply in an aggregate fashion to any of the other ILECs who are signatory parties to this Agreement, unless mutually agreed upon in a separate written instrument executed by each affected entity. This Agreement covers services in the State of Alabama (State) and only in areas which both Parties are certificated.

WHEREAS, the Parties wish to interconnect their local exchange networks for the purposes of transmission and termination of Local Traffic (as hereinafter defined), so that customers of each can receive calls that originate on the other's network and place calls that terminate on the other's network; and

WHEREAS, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon Interconnection points; and

WHEREAS, the Parties wish to set forth terms for the purchase of Interconnection and exchange of traffic for the provision of Telecommunications Services; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and without waiving any reservation of rights set forth herein, CenturyLink and CLEC hereby covenant and agree as follows:

- 7.2 Term. This Agreement shall continue for a period of three (3) years after execution by both Parties (the "Initial Term), unless terminated earlier in accordance with the terms of this Agreement. If neither Party terminates this Agreement as of the last day of the Initial Term, this Agreement shall continue in force and effect on a month-to-month basis unless and until terminated as provided in this Agreement.
- 7.2.1 Notwithstanding the above, CenturyLink may terminate this Agreement after six consecutive months of inactivity on the part of CLEC. Inactivity is defined as CLEC's failure, as required in this Agreement, to initiate the required pre-ordering activities, CLEC's failure to submit any orders, or CLEC's failure to originate or terminate any Local Traffic, absent Force Majeure.
- 7.3 Notice of Termination. Either Party may terminate this Agreement effective upon the expiration of the Initial Term by providing written notice of termination (Notice of Termination) at least ninety (90) Days prior to the last day of the Initial Term. Either Party may terminate this Agreement after the Initial Term by providing a Notice of Termination at least thirty (30) Days prior to the effective date of such termination.
- 7.4 Effect on Termination of Negotiating Successor Agreement. If either Party provides Notice of Termination pursuant to Section 7.3 and, on or before the noticed date of termination (the "End Date), either Party has requested negotiation of a new Interconnection agreement, such notice shall be deemed to constitute a Bona Fide Request to negotiate a replacement agreement for Interconnection services pursuant to §252 of the Act and this Agreement shall remain in effect until the earlier of: (a) the effective date of a new Interconnection agreement between CLEC and CenturyLink; or, (b) one hundred sixty (160) Days after the requested negotiation or such longer period as may be mutually agreed upon, in writing, by the Parties, or (c) the issuance of an order (or orders) by the Commission resolving each issue raised in connection with any arbitration commenced within the timeframe contemplated in (b) above. If a replacement agreement has not been reached when the timeframe contemplated in (b) above expires and neither Party has commenced arbitration, then CenturyLink and CLEC may mutually agree in writing to continue to operate on a month-to-month basis under the terms set forth herein, subject to written notice of termination pursuant to Section 7.3. Should the Parties not agree to continue to operate under the terms set forth herein after one hundred eighty (180) Days, if either Party has not initiated Commission arbitration proceedings to resolve disputed terms, then the provisions of Section 7.5 shall apply. The foregoing shall not apply to the extent that this Agreement is terminated in accordance with Section 7.6 or Section 7.7.
- 7.5 Termination and Post-Termination Continuation of Services. If either Party provides Notice of Termination pursuant to Section 7.3 and, by 11:59 p.m. Central Time on the stated date of termination, neither Party has requested negotiation of a new Interconnection agreement, (a) this Agreement will terminate at 11:59 p.m. Central Time on the termination date identified in the Notice of Termination, and (b) the services and functions being provided by CenturyLink under this Agreement at the time of termination, including

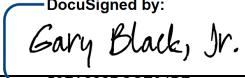
SIGNATURE PAGE

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and accepted by its duly authorized representatives

Level 3 Communications, L.L.C.

CenturyTel of Alabama, LLC dba CenturyLink;

Gulf Telephone Company dba CenturyLink

By: 
Gary Black, Jr.
58FA222DCCE34BF...

Name : Gary Black

Title: VP-Carrier Relations

Date: 6/12/2015

By: 
L. T. Christensen
05E9FC68BD57454...
DocuSigned By: L. T. Christensen

Name: L. T. Christensen

Title: Director – Wholesale Contracts

Date: 6/12/2015

AGREEMENT

PREFACE

This Agreement (“Agreement”) shall be deemed effective January 1, 2021 (the “Effective Date”), between Level 3 Communications, LLC (“Carrier”), a limited liability company organized under the laws of the Delaware, with offices at 1025 Eldorado Blvd, Broomfield, CO 80021 and Frontier Communications of the South, LLC (“Frontier”), a limited liability company organized under the laws of the state of Alabama with offices at 610 Zack Street, Tampa, FL 33602 (Frontier and Carrier may be referred to hereinafter, each, individually as a “Party”, and, collectively, as the “Parties”).

GENERAL TERMS AND CONDITIONS

Frontier is a telecommunications company authorized to provide telecommunications services in the State of Florida; and

Carrier is a telecommunications company authorized by the Commission to provide local exchange telecommunications services in the State of Florida; and

The Parties have in good faith negotiated, and agreed on local Interconnection terms and conditions as set forth below; and

In consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, pursuant to Section 252 of the Act, Frontier and Carrier hereby covenant and agree as follows:

1. The Agreement

- 1.1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.
- 1.2 Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection “(a)” shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.
- 1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof, and neither Party will be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby, provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the

Parties' prior interconnection and resale agreement(s) ("Prior Agreement(s)"), if any, and, as such, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements and, accordingly, all monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement (provided, however, that nothing contained in this Agreement shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in a bankruptcy case into a post-petition claim or debt). In connection with the foregoing, Frontier expressly reserves all of its rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the assumption, assumption and assignment, or rejection of any interconnection or resale agreements between Frontier and Carrier.

2. Term and Termination

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until January 1, 2023 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either Carrier or Frontier may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination. If Carrier does not respond to Frontier's written notification of the intent to terminate the Agreement, the Agreement will terminate and not renew at the later of the end of the Initial Term or ninety (90) days after notice is provided.
- 2.3 If Carrier or Frontier provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Carrier or Frontier has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between Carrier and Frontier; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 Either Party may provide the other Party with at least ninety (90) day's written notification of its desire to renegotiate the Agreement at the end of the Initial Term or any Subsequent Term. If either Party provides the other Party with written notification to renegotiate this Agreement, the negotiation and arbitration processes of the Act will be applicable and the date of the notice to negotiate a successor agreement will be the starting point for the negotiation window under Section 252 of the Act. If Frontier provides notice of termination pursuant to Section 2.2, and at least ninety (90) days before the proposed date of termination either, and Carrier or Frontier has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between Carrier and Frontier; or, (b) the date one (1) year after the proposed date of termination. The effective date of a successor interconnection agreement between Carrier and Frontier will be as of the date of termination of this Agreement. Any changes in rates will

SIGNATURE PAGE

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

LEVEL 3 COMMUNICATIONS, LLC

By: Gary R Black Jr
Gary R Black Jr (Jan 19, 2021 11:33 MST)

Printed: Gary R Black Jr

Title: VP Carrier Relations

Date: Jan 19, 2021

**FRONTIER COMMUNICATIONS OF THE SOUTH,
LLC**

By: Roderick Cameron
Roderick Cameron (Jan 29, 2021 17:31 EST)

Printed: Roderick Cameron

Title: VP, Carrier Services

Date: Jan 29, 2021

AGREEMENT GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and Level 3 Communications, LLC (“Level 3”), a Delaware limited liability company, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or Level 3 or both as a “Party” or “Parties.”

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, Level 3 is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Level 3 wishes to resell BellSouth’s telecommunications services and purchase network elements and other services, and, solely in connection therewith, may wish to utilize collocation space as set forth in Attachment 4 of this Agreement; and

WHEREAS, the Parties wish to interconnect their facilities and exchange traffic pursuant to Sections 251 and 252 of the Act.

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Level 3 agree as follows:

Definitions

In the event a modification occurs pursuant to an effective change in law to the definitions set forth below in this Agreement during the term of this Agreement, the Parties will modify the Agreement as provided forth in Section 14.3 of the Agreement.

Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or equivalent thereof) of more than 10 percent.

Commission is defined as the appropriate regulatory agency in each state of BellSouth’s nine-state region (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee).

- 2.1 The term of this Agreement shall be three years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.
- 2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, either Party may provide notice of intent to renegotiate, and the Parties shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement).
- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.
- 2.4 If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, and the Parties are not yet in arbitration, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is actively being negotiated in good faith or alternatively, a timely petition has been filed with the respective state public service commission and the Subsequent Agreement is subject to the respective state Commission arbitration pursuant to 252 of the Act. Upon conversion to a month-to-month term, during such negotiations, provided that the Parties are not in arbitration, then either Party, in its discretion, may terminate this Agreement upon sixty (60) days written notice to the other Party. Notwithstanding the foregoing, the Agreement cannot be terminated prior to 180 days after the original expiration date. In the event that BellSouth terminates this Agreement as provided herein, BellSouth shall continue to provide services to Level 3 pursuant to (1) the terms, conditions and rates set forth in BellSouth's standard interconnection agreement then in effect and made available to CLECs requesting negotiations pursuant to Section 251 of the Act, or (2) an agreement adopted by Level 3 pursuant to Section 13 of this Agreement. Neither Party shall refuse to provide services to the other Party during the negotiation of the Subsequent Agreement or the transition from this Agreement to the Subsequent Agreement.
- 2.5 In the event that BellSouth's standard interconnection agreement, or an agreement adopted by Level 3 under Section 13 becomes effective between the Parties, the Parties may continue to negotiate a Subsequent Agreement or arbitrate disputed issues to reach a Subsequent Agreement as set forth in Section 2.3 above, and the terms of such Subsequent Agreement shall be effective as of the effective date stated in such Subsequent Agreement and shall not be applied retroactively to the expiration date of this Agreement unless the Parties agree otherwise.

General Terms and Conditions
Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By:

Name: Kristen E. Rowe

Title: Director

Date: 3 / 24 / 04

Level 3 Communications, L.L.C.

By:

Name: Lee Charles Keesee II

Title: Vice President - Interconnection Services

Date: May 19, 2004