

AMENDMENT

BETWEEN

**SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T
MISSOURI**

AND

**MATRIX TELECOM, INC., MATRIX TELECOM, INC. D/B/A EXCEL
TELECOMMUNICATIONS AND MATRIX TELECOM, INC. D/B/A VARTEC
TELECOM**

Signature: eSigned - Doug FunschSignature: eSigned - William A. BockelmanName: eSigned - Doug Funsch
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)Title: Chief Financial Officer
(Print or Type)Title: Director
(Print or Type)Date: 17 Dec 2014Date: 07 Jan 2015

Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a
Excel Telecommunications and Matrix Telecom,
Inc. d/b/a VarTec Telecom

Southwestern Bell Telephone Company d/b/a AT&T
MISSOURI by AT&T Services, Inc., its authorized
agent

Description	ACNA Code(s)
ACNA(s)	ELZ, EXL, VRT

State	CLEC OCN
MISSOURI	0326, 3051, 7984, 4909, 3442, 5676

**AMENDMENT TO THE AGREEMENT
BETWEEN
MATRIX TELECOM, INC., MATRIX TELECOM, INC. D/B/A EXCEL TELECOMMUNICATIONS,
MATRIX TELECOM, INC. D/B/A VARTEC TELECOM
AND
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T MISSOURI**

This Amendment (the "Amendment") modifies the Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a **AT&T MISSOURI** ("**AT&T MISSOURI**") and Matrix Telecom, Inc. ("Matrix"). **AT&T MISSOURI** and Matrix are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, **AT&T MISSOURI** and Matrix are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved August 22, 2005 ("Matrix Agreement");

WHEREAS, **AT&T MISSOURI** and Matrix Telecom, Inc. d/b/a Excel Telecommunications ("Excel") are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved October 24, 2005 ("Excel Agreement");

WHEREAS, **AT&T MISSOURI** and Matrix Telecom, Inc. d/b/a VarTec Telecom ("VarTec") are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved October 24, 2005 ("VarTec Agreement");

WHEREAS, Matrix represents that it merged the assets of Matrix Telecom, Inc. d/b/a Excel Telecommunications in Missouri, including those associated with the Excel Agreement ("Excel Assets") and Excel's ACNA and OCN;

WHEREAS, Matrix represents that it merged the assets of Matrix Telecom, Inc. d/b/a VarTec Telecom in Missouri, including those associated with the VarTec Agreement ("VarTec Assets") and VarTec's ACNA and OCN;

WHEREAS, Matrix represents that it has authority to amend the Excel and VarTec Agreements;

WHEREAS, with Matrix's acquisition of the Excel and VarTec, Matrix desires to continue to purchase services from **AT&T MISSOURI** under the Matrix Agreement and seeks to terminate the Excel and VarTec Agreement;

WHEREAS, **AT&T MISSOURI** and Matrix agree to amend the Matrix Agreement to reflect the name change to Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom and add ACNAs and OCNs listed in Section 4 of this Amendment to Matrix's Agreement;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, **AT&T MISSOURI** and Matrix agree to amend Matrix's Agreement as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and certain Schedules, Exhibits and Pricing Sheets immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Excel and VarTec Agreement shall terminate upon the Effective Date of this Amendment, and for avoidance of doubt, Matrix has assumed all of the liabilities and obligations of Excel and VarTec including all charges previously assessed against Excel and VarTec's ACNA and OCN prior to the Effective Date of this Amendment and shall also be responsible for all **AT&T MISSOURI** charges associated with the products and services purchased under this Agreement, including such product and services associated with ACNA ELZ, EXL, VRT and OCN 3051, 7984, 4909, 0326, 3442, and 5676 starting on and continuing after the Effective Date.
3. The Matrix Agreement is hereby amended to reflect the name change from "Matrix Telecom, Inc." to "Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom."

- 3.1 **AT&T MISSOURI** shall reflect that name change from "Matrix Telecom, Inc. d/b/a Excel Telecommunications" or "Matrix Telecom, Inc. d/b/a VarTec Telecom" to "Matrix Telecom, Inc." only for the main billing account (header card) for each of the accounts previously billed to Matrix Telecom, Inc. d/b/a Excel Telecommunications or Matrix Telecom, Inc. d/b/a VarTec Telecom. **AT&T MISSOURI** shall not be obligated, whether under this Amendment or otherwise, to make any other changes to **AT&T MISSOURI** records with respect to those accounts previously billed to Matrix Telecom, Inc. d/b/a Excel Telecommunications or Matrix Telecom, Inc. d/b/a VarTec Telecom, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Matrix affirms, represents, and warrants that the ACNAs and OCNs for those accounts shall not change from those previously used by Matrix Telecom, Inc. d/b/a Excel Telecommunications or Matrix Telecom, Inc. d/b/a VarTec Telecom with **AT&T MISSOURI** for those accounts and the services and items provided and/or billed thereunder or under the Excel or VarTec Agreement.
- 3.2 Once this Amendment is effective, Matrix shall operate with **AT&T MISSOURI** under the "Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom" name for those accounts previously billed to Matrix Telecom, Inc. d/b/a Excel Telecommunications or Matrix Telecom, Inc. d/b/a VarTec Telecom. Such operation shall include, by way of example only, submitting orders under Matrix, and labeling (including re-labeling) equipment and facilities with "Matrix Telecom, Inc."
- 3.3 Matrix is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by Matrix, or by **AT&T MISSOURI** on behalf of Matrix, for updating billing accounts previously billed to Matrix Telecom, Inc. d/b/a Excel Telecommunications or Matrix Telecom, Inc. d/b/a VarTec Telecom.

4. The Parties agree to add the following company codes to the Agreement.

ACNA "EXL," "VRT"

OCN "7984," "4909," "3442," and "5676"

5. The Parties agree to delete and replace in its entirety Section 15 of General Terms and Conditions with the following:

15. Notices

- 15.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

- 15.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.
- 15.1.2 delivered by facsimile provided CLEC and/or **AT&T MISSOURI** has provided such information in Section 15.3 below.
- 15.1.3 delivered by electronic mail (email) provided CLEC and/or **AT&T MISSOURI** has provided such information in Section 15.3 below.

- 15.2 Notices will be deemed given as of the earliest of:

- 15.2.1 the date of actual receipt;
- 15.2.2 the next Business Day when sent via express delivery service;

- 15.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or
- 15.2.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.
- 15.2.5 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent to CLEC by **AT&T MISSOURI**.

15.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Alex Valencia Senior Director, Government Affairs & Compliance
STREET ADDRESS	433 E. Las Colinas Blvd., Suite 500
CITY, STATE, ZIP CODE	Irving, TX 75039
PHONE NUMBER*	(972) 910-1720
FACSIMILE NUMBER	(866) 418-9750
EMAIL ADDRESS	avalencia@impacttelecom.com
NOTICE CONTACT	ADDITIONAL CLEC CONTACT
NAME/TITLE	Contracts Management
STREET ADDRESS	433 E. Las Colinas Blvd., Suite 500
CITY, STATE, ZIP CODE	Irving, TX 75039
PHONE NUMBER*	(972) 910-1900
FACSIMILE NUMBER	(866) 418-9750
EMAIL ADDRESS	contracts@impacttelecom.com

	AT&T MISSOURI CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St. 19 th floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

- 15.4 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 15. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

- 15.5 **AT&T MISSOURI** communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
- 15.6 CARRIER may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
8. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.