

**AMENDMENT TO THE AGREEMENT
BETWEEN
INFOTELECOM, LLC
AND
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T Missouri ("AT&T Missouri") and Infotelecom, LLC ("CLEC"). AT&T Missouri and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T Missouri and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved January 27, 2010 and as subsequently amended (the "Agreement"); and

WHEREAS, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("the Order"), the Parties desire to amend the Agreement to implement the terms of the Order.


NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The above recitals are hereby incorporated in their entirety into this Amendment
 - 1.1 The Parties agree to delete Section 2.1 of the First Amendment Superseding Certain Inter-carrier Compensation, Interconnection and Trunking Provisions ("First Amendment") in its entirety.
 - 1.2 The Parties agree to replace Section 3.3 in the First Amendment with the following:
 - 3.3 Except as specifically modified by this First Amendment with respect to their mutual obligations herein and subject to Section 2.0 and including but not limited to: (1) whether ISP calls constitute local traffic and is or is not subject to reciprocal compensation obligations; and (2) what should be the appropriate treatment (compensation and routing) of Virtual Foreign Exchange traffic, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body. The Parties further agree that nothing in this First Amendment shall be construed as an admission on the matters set forth above and that neither Party will claim, in any forum, that the matters set forth herein indicated the other Party's agreement or acquiescence that the arrangements set forth herein are the proper arrangements under Section 251 of the Act.
 - 1.3 The Parties agree to delete Section 4.5 in the First Amendment in its entirety. The Parties agree to replace Section 4.5 with the following:

- 4.5 Each Party will be 100% financially responsible for facilities, trunks and equipment on each respective Party's side of the POI.
 - 1.4 The Parties agree to add the following Section 6.1 to the First Amendment:
 - 6.1 In the event this First Amendment continues beyond July 1, 2017, the Parties shall amend the Agreement in accordance with the Order to implement bill-and-keep for local Section 251(b)(5) Traffic exchanged between the Parties over interconnection trunks and facilities.
 - 1.5 Parties agree to revise Section 7.0 IP-PSTN Traffic of the First Amendment as follows:
 - 1.5.1 The text of Section 7.3 is deleted and replaced with the following
 - 7.3 The Party delivering IP-PSTN Traffic or PSTN-IP Traffic (as described in Section 7.1 and 7.2 of the First Amendment) for termination to the other Party's end user customer (the "Delivering Party") shall pay to the other party the rate for Total Compensable Local Traffic as defined in Section 6 above. The Parties agree that IP-PSTN Traffic or PSTN-IP Traffic (as described in Section 7.1 and 7.2 of the First Amendment) which cross different local calling area boundaries or LATAs constitute Switched Access Traffic or IntraLATA Toll Traffic properly subject to applicable and effective switched access tariffs. Consistent with FCC orders, intrastate originating access traffic shall be subject to intrastate switched access rates.
 - 1.5.2 The Parties agree to delete in their entirety Sections 7.4 through 7.8 of the First Amendment.
- 2 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 3 In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
- 4 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 5 This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission ("Effective Date").

Infotelecom, LLC

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

By: 

By: 

Printed: Kyle BERTRAND

Printed: Patrick Doherty

Title: VP- NETWORK Operations
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 7/6/2012

Date: 7-12-12