

AMENDMENT

BETWEEN

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

AND

MCC TELEPHONY OF MISSOURI, LLC



Signature: eSigned - Daniel Templin

Signature: eSigned - Kristen E. Shore

Name: eSigned - Daniel Templin
(Print or Type)

Name: eSigned - Kristen E. Shore
(Print or Type)

Title: President
(Print or Type)

Title: Executive Director-Regulatory
(Print or Type)

Date: 10 Dec 2014

Date: 11 Dec 2014

MCC Telephony of Missouri, LLC

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

| | |
|----------|----------|
| State | CLEC OCN |
| MISSOURI | 938F |

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| Description | ACNA Code(s) |
| ACNA(s) | QMI |

**AMENDMENT TO THE AGREEMENT
BETWEEN
MCC TELEPHONY OF MISSOURI, LLC
AND
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T MISSOURI**

This Amendment (the "Amendment") amends the MFN Agreement wherein MCC Telephony of Missouri, LLC ("CLEC") adopted the Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a **AT&T MISSOURI** ("**AT&T MISSOURI**") and Access Point, Inc. **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 MFN Agreement wherein MCC Telephony of Missouri, LLC adopted the above described Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), and such Agreement was approved on April 2, 2010, by the Missouri Public Service Commission (the "Agreement");

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the 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 Parties agree that the terms and conditions set forth in the AT&T Transit Traffic Service Attachment, Exhibit A attached hereto shall be incorporated into the Agreement, and the provisions of Exhibit A shall apply to Transit Traffic Service provided in the States of Missouri.
3. Pricing Sheet. The Parties agree to add the Transit Traffic Service Rate(s) reflected in the AT&T Pricing Sheet that is attached hereto as Transit Traffic Service Pricing Attachment, Exhibit B.
4. The Parties agree to replace Section 19 of the General Terms and Conditions with the following language:

19. **Notices**

19.1 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:

19.1.1 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.

19.1.2 delivered by facsimile provided CLEC and/or **AT&T MISSOURI** has provided such information in Section 19.3 below.

19.1.3 delivered by electronic mail (email) provided CLEC and/or **AT&T MISSOURI** has provided such information in section 19.3 below.

19.2 Notices will be deemed given as of the earliest of:

19.2.1 the date of actual receipt;

19.2.2 the next Business Day when sent via express delivery service;

19.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or

19.2.4 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.

19.2.5 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**.

19.3 Notices will be addressed to the Parties as follows:

| NOTICE CONTACT | CARRIER CONTACT |
|-----------------------|---|
| NAME/TITLE | Anne Sokolin - Maimon Vice President, Regulatory Affairs |
| STREET ADDRESS | One Mediacom Way |
| CITY, STATE, ZIP CODE | Mediacom Park, NY 10918 |
| PHONE NUMBER* | (845) 443-2610 |
| FACSIMILE NUMBER | (845) 698-4570 |
| EMAIL ADDRESS | amaimon@mediacomcc.com |

| | AT&T CONTACT |
|-----------------------|--|
| NAME/TITLE | Contract Management ATTN: Notices Manager |
| STREET ADDRESS | 311 S. Akard St., 19th 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 |

*Informational only and not to be considered as an official notice vehicle under this Section.

19.4 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 19. 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.

19.5 **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.

5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. 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.
8. This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.

TRANSIT TRAFFIC SERVICE

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1.0 Introduction

- 1.1 This Transit Traffic Service Attachment (“Attachment”) sets forth the rates, terms and conditions of **AT&T MISSOURI**'s Transit Traffic Service as a Transit Service Provider. **AT&T MISSOURI**'s Transit Traffic Service is provided to other Telecommunications Carriers for Telecommunications Traffic that does not originate with (or terminate to) the Transit Service Provider's end user. Transit Traffic Service allows MCC Telephony of Missouri, LLC (“CLEC” or “MCC”) to exchange CLEC originated traffic with a Third Party Terminating Carrier to which it is not directly interconnected and receive traffic originated by a Third Party Originating Carrier utilizing **AT&T MISSOURI**'s Transit Traffic Service.
- 1.2 This Attachment incorporates the provisions of a transiting arrangement as it relates to **AT&T MISSOURI**'s provision of Transit Traffic Service as a Transit Service Provider to interconnected Competitive Local Exchange Carriers (CLECs) or to interconnected Out of Exchange Local Exchange Carriers (OELECs) (i.e., carriers that interconnect with **AT&T MISSOURI**'s network but operate and/or provide Telecommunications Services outside of **AT&T MISSOURI**'s incumbent local exchange area).

2.0 Definitions

- 2.1 The definitions in this Transit Traffic Service Attachment are for purposes of this Transit Traffic Service Attachment only, and if the definitions herein conflict with any definitions in the General Terms and Conditions of the Agreement, then the definitions herein govern, for the purpose of this Transit Traffic Service Attachment only.
- 2.2 “Calling Party Number” or “CPN” is as defined in 47 C.F.R. § 64.1600(c) (“CPN”).
- 2.3 “Central Office Switch” means a switch, including, but not limited to an End Office Switch and a Tandem Switch.
- 2.4 Intentionally left blank.
- 2.5 “End Office” or “End Office Switch” is an **AT&T MISSOURI** switch that directly terminates traffic to and receives traffic from end users of local Exchange Services.
- 2.6 “Exchange Service” means Telephone Exchange Service as defined in the Act.
- 2.7 “ISP-Bound Traffic”, for the purposes of this Transit Traffic Service Attachment is defined as Telecommunications Traffic exchanged between CLEC's end user and an Internet Service Provider (ISP) served by a Third Party Terminating Carrier.
- 2.8 “IntraLATA Toll Traffic” is defined as traffic exchanged between CLEC's end users and the end users of a Third Party Terminating Carrier which subtends an **AT&T MISSOURI** Tandem, whereby the Transit Traffic originates in one mandatory local calling area and terminates in a different mandatory local calling area but where both mandatory local calling areas are within the same LATA. Such IntraLATA Toll Traffic must terminate to a Third Party Terminating Carrier's end user, whereby the Third Party Terminating Carrier is both the Section 251(b)(5) Traffic Provider and the IntraLATA toll provider (not sent through an IXC or an intermediary). For purposes of this Attachment, traffic between CLEC's end users that subscribe to one-way or two-way Optional Extended Area Service (Optional EAS) and the end user of a Third Party Terminating Carrier that is within the **AT&T MISSOURI** local or mandatory exchanges that are covered by an Optional EAS Plan will be treated as IntraLATA Toll Traffic.
- 2.9 “Loss” or “Losses” means any and all losses, costs (including court costs), claims, damages (including fines, penalties, or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 2.10 “Section 251(b)(5) Traffic” means Telecommunications Traffic in which the originating End User of one Party and the terminating End User of the other Party are both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or “General”) Exchange Tariff on file with the applicable state Commission or regulatory agency; or both physically located within neighboring ILEC Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes. For Section 251(b)(5) Traffic exchanged between CLEC's end users and the end users of a CMRS provider that terminates the call, such traffic shall originate and terminate within the same Major Trading Area (MTA) as defined in 47 CFR § 24.202(a).
- 2.11 Intentionally left blank.

- 2.12 "Tandem" or "Tandem Switch" is an **AT&T MISSOURI** switch used to connect Trunks between and among other Central Office Switches.
- 2.13 Intentionally left blank.
- 2.14 "Third Party Originating Carrier" means a Telecommunications Carrier (e.g., Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider or Out of Exchange Local Exchange Carrier (OELEC)) that originates Transit Traffic that transits **AT&T MISSOURI**'s network and is delivered to CLEC.
- 2.15 "Third Party Terminating Carrier" means a Telecommunications Carrier to which traffic is terminated when CLEC uses **AT&T MISSOURI**'s Transit Traffic Service (e.g., Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider or Out of Exchange Local Exchange Carrier (OELEC)).
- 2.16 "Transit Service Provider" means **AT&T MISSOURI** when providing its Transit Traffic Service.
- 2.17 "Transit Traffic" means traffic originating on CLEC's network that is switched and/or transported by **AT&T MISSOURI** and delivered to a Third Party's network, or traffic originating on a Third Party's network that is switched and/or transported by **AT&T MISSOURI** and delivered to CLEC's network. A call that is originated or terminated by a CLEC purchasing local switching pursuant to a commercial agreement from **AT&T MISSOURI** including, but not limited to; 271 Local Switching (271-LS), Local Wholesale Complete, Wholesale Local Platform Service agreement(s) or their successor agreements as applicable is not considered a transit call for the purposes of this Agreement. Additionally, Transit Traffic may include but is not limited to, EAS calls and ELC calls but does not include traffic to/from IXCs.
- 2.18 "Transit Traffic Service" is an optional non 251/252 switching and intermediate transport service provided by **AT&T MISSOURI** to CLEC where CLEC is directly interconnected with an **AT&T MISSOURI** Tandem. **AT&T MISSOURI** neither originates nor terminates Transit Traffic on its network, but acts only as an intermediary. For the purposes of this Attachment, Transit Traffic Service is a service that is limited to Section 251(b)(5) Traffic, CMRS provider-bound traffic within the same LATA, ISP-Bound Traffic destined to the end users of a Third Party Terminating Carrier and is routed utilizing an **AT&T MISSOURI** Tandem Switch where an **AT&T MISSOURI** end user is neither the originating nor the terminating Party.
- 2.19 "Trunk" or "Trunk Group" means the switch port interface(s) and the communication path created to connect CLEC'S network with **AT&T MISSOURI**'s network for the purpose of interconnection pursuant to the Act.

3.0 Responsibilities of the Parties

- 3.1 **AT&T MISSOURI** will provide CLEC with **AT&T MISSOURI**'s Transit Traffic Service to all Third Party Terminating Carriers with whom **AT&T MISSOURI** is interconnected, but only in the LATA, or outside of the LATA to the extent a LATA boundary waiver exists.
- 3.2 Transit Traffic Service rates apply to all Transit Traffic that originates on CLEC's network. Transit Traffic Service rates are only applicable when calls do not originate with (or terminate to) an **AT&T MISSOURI** end user.
- 3.3 Transit Traffic Service rates apply to all minutes of use ("MOUs") when CLEC sends Transit Traffic to a Third Party Terminating Carrier's network. CLEC agrees to compensate **AT&T MISSOURI** for the Transit Traffic Service provided at the rates set forth in the attached Transit Traffic Service Appendix Pricing, as applicable.
- 3.4 Each Party to this Agreement will be responsible for the accuracy and quality of its data submitted to the other Party.

4.0 Intentionally Left Blank

5.0 CLEC Originated Traffic

- 5.1 CLEC has the sole obligation to enter into traffic compensation arrangements with Third Party Terminating Carriers prior to delivering traffic to **AT&T MISSOURI** for transiting to such Third Party Terminating Carriers. In no event will **AT&T MISSOURI** have any liability to CLEC or any Third Party if CLEC fails to enter into such traffic compensation arrangements. In the event CLEC originates traffic that transits **AT&T MISSOURI**'s network to reach a Third Party Terminating Carrier with whom CLEC does not have a traffic compensation arrangement, then CLEC will indemnify, defend and hold harmless **AT&T MISSOURI** against any and all Losses related to CLEC not having a traffic compensation arrangement with such Third Party Terminating Carrier, including, without limitation, charges levied by

such Third Party Terminating Carrier. The Third Party Terminating Carrier and **AT&T MISSOURI** will bill their respective charges directly to CLEC. **AT&T MISSOURI** will not be required to function as a billing intermediary, e.g. clearinghouse. Under no circumstances will **AT&T MISSOURI** be required to pay any termination charges to the Third Party Terminating Carrier.

- 5.2 In the event CLEC originates Transit Traffic destined for a Third Party Terminating Carrier with which CLEC does not have a traffic compensation arrangement and a regulatory agency or court orders **AT&T MISSOURI** to pay such Third Party Telecommunications Carrier termination charges for the Transit Traffic **AT&T MISSOURI** has delivered, CLEC will indemnify **AT&T MISSOURI** for any and all charges, costs, expenses or other liability related to such order, including but not limited to termination charges, interest, and any billing and collection costs. In the event of any such proceeding, **AT&T MISSOURI** agrees to allow CLEC to participate as a Party.
- 5.3 CLEC will be responsible for sending the Calling Party Number (CPN) for calls delivered to the network of **AT&T MISSOURI**. CLEC shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If **AT&T MISSOURI** identifies improper, incorrect, or fraudulent use of local exchange services or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, CLEC agrees to cooperate to investigate and take corrective action. If CLEC is passing CPN but **AT&T MISSOURI** is not properly receiving information, CLEC will work cooperatively to correct the problem. If the CPN is not received from the CLEC, **AT&T MISSOURI** can not forward the CPN and CLEC will indemnify, defend and hold harmless **AT&T MISSOURI** from any and all Losses arising out of the failure of any traffic transiting **AT&T MISSOURI**'s network to have CPN.
- 5.4 CLEC, as a Telecommunications Carrier originating traffic, has the sole responsibility of providing appropriate information to identify transiting traffic to Third Party Terminating Carriers. **AT&T MISSOURI** may provide billing information to Third Party Terminating Carriers to assist with the identification of traffic.

6.0 CLEC Terminated Traffic

- 6.1 CLEC shall not charge **AT&T MISSOURI** when **AT&T MISSOURI** provides Transit Traffic Service as the Transit Traffic Provider for calls terminated to CLEC.
- 6.2 When **AT&T MISSOURI**, operating as a Transit Service Provider, routes Transit Traffic to CLEC from a Third Party Originating Carrier, **AT&T MISSOURI** agrees to pass the originating CPN information to CLEC as provided by the Third Party Originating Carrier.
- 6.3 The Third Party Originating Carrier is responsible for sending the CPN for calls originating on its network and passed to the network of CLEC from **AT&T MISSOURI** serving as the Transit Service Provider. Where **AT&T MISSOURI** is providing a Transit Traffic Service, **AT&T MISSOURI** will pass the Calling Party Number (CPN), if it is received from a Third Party Originating Carrier. If the CPN is not received from the Third Party Originating Carrier, **AT&T MISSOURI** can not forward the CPN; therefore, CLEC will indemnify, defend and hold harmless **AT&T MISSOURI** from any and all Losses related to the lack of CPN. If **AT&T MISSOURI** or CLEC identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from Third Party Originating Carrier, CLEC agrees to cooperate to work with Third Party Originating Carrier to investigate and take corrective action. If Third Party Originating Carrier is passing CPN but **AT&T MISSOURI** or CLEC is not properly receiving information, CLEC will work cooperatively to correct the problem.
- 6.4 CLEC agrees to seek terminating compensation directly from the Third Party Originating Carrier. **AT&T MISSOURI**, as the Transit Service Provider will not be obligated to pay for Transit Traffic or be considered as the default originator.

7.0 Transit Traffic Trunk Groups

- 7.1 Facilities and trunking (ordering, provisioning, servicing, etc) used to route Section 251(b)(5) traffic pursuant to CLEC's Interconnection Agreement(s), will also be utilized for the routing of Transit Traffic.
- 7.2 Intentionally left blank.
- 7.3 Transit Traffic not routed to the appropriate **AT&T MISSOURI** Tandem shall be considered misrouted. Transit Traffic routed at or through any **AT&T MISSOURI** End Office Switch shall be considered misrouted.

7.4 Upon written notification from **AT&T MISSOURI** of misrouting of Transit Traffic by CLEC as identified above, CLEC will take appropriate action and correct such misrouting within a reasonably practical period of time (no longer than 60 days) after receipt of notification of such misrouting.

8.0 Direct Trunking Requirements

8.1 When Transit Traffic from CLEC through the **AT&T MISSOURI** Tandem to another Local Exchange Carrier, CLEC or wireless carrier requires twenty-four (24) or more trunks, upon **AT&T MISSOURI** written request, CLEC shall establish a direct trunk group or alternate transit arrangement between itself and the other Local Exchange Carrier, CLEC or wireless carrier within sixty (60) calendar days. CLEC shall route Transit Traffic via **AT&T MISSOURI**'s Tandem switches, and not at or through any **AT&T MISSOURI** End Offices. Once this trunk group has been established, CLEC agrees to cease routing Transit Traffic through the **AT&T MISSOURI** Tandem to the Third Party Terminating Carrier, unless the Parties mutually agree otherwise.

9.0 Transit Traffic Rate Application

9.1 Unless otherwise specified, Transit Traffic Services rates apply to all Minutes of Use ("MOU" or "MOUs") when CLEC sends Transit Traffic to a Third Party Terminating Carrier's network through **AT&T MISSOURI**'s tandem switch where an **AT&T MISSOURI** end user is neither the originating nor the terminating Party. CLEC agrees to compensate **AT&T MISSOURI** operating as a Transit Service Provider at the applicable rates set forth in Transit Traffic Service Appendix Pricing. For purposes of Transit Traffic compensation, all Transit Traffic is treated as telecommunications services traffic, regardless of transport protocol. Transit Traffic charges will apply to all traffic destined to a third party where the end points of the call are in the same mandatory local calling area within the same LATA.

9.1.1 Transit Rate Elements – the following rate elements apply, (the corresponding rates are specified in Transit Traffic Service Appendix Pricing, attached hereto):

9.1.1.1 Intentionally left blank.

9.1.1.2 **AT&T MISSOURI**

9.1.1.2.1 Tandem Switching - compensation for the use of tandem switching.

9.1.1.2.2 Tandem Transport - compensation for the transmission of traffic between the local tandem and the end offices subtending that tandem consisting of a transport termination (per minute) rate element and transport facility mileage (per minute, per mile) rate element.

9.1.1.3 Intentionally left blank.

9.1.1.4 Intentionally left blank.

9.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Traffic rate elements shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic) for **AT&T MISSOURI**.

PRICING SHEETS
 TRANSIT TRAFFIC SERVICE PRICING ATTACHMENT
 EXHIBIT B

| Attachment | State | Product | Rate Element Description | COS (Class of Service) | USOC | Zone | Monthly Recurring Charge (MRC) | Non-Recurring Charge (NRC) First | Non-Recurring Charge (NRC) Additional | Per Unit |
|------------|-------|-------------------------|---|------------------------|-------|------|--------------------------------|----------------------------------|---------------------------------------|----------|
| 2 | MO | TRANSIT TRAFFIC SERVICE | Transit Rate per Minute of Use - Zone 1 (Urban, STL, KS) | | ZZUTN | | \$0.001712 | NA | NA | MOU |
| 2 | MO | TRANSIT TRAFFIC SERVICE | Transit Rate per Minute of Use - Zone 2 (Suburban) | | ZZUTN | | \$0.001844 | NA | NA | MOU |
| 2 | MO | TRANSIT TRAFFIC SERVICE | Transit Rate per Minute of Use - Zone 3 (Rural) | | ZZUTN | | \$0.001918 | NA | NA | MOU |
| 2 | MO | TRANSIT TRAFFIC SERVICE | Transit Rate per Minute of Use - Zone 4 (Urban Springfield) | | ZZUTN | | \$0.001679 | NA | NA | MOU |
| 2 | MO | TRANSIT TRAFFIC SERVICE | Transit Rate per Minute of Use - Zone Interzone | | ZZUTN | | \$0.001863 | NA | NA | MOU |