

**AMENDMENT**

**BETWEEN**

**INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T  
INDIANA, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO,  
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T  
ARKANSAS AND AT&T MISSOURI**

**AND**

**BANDWIDTH.COM CLEC, LLC D/B/A BANDWIDTH.COM**



Signature: eSigned - Steve Leonard

Signature: eSigned - William Bockelman

Name: eSigned - Steve Leonard  
 (Print or Type)

Name: eSigned - William Bockelman  
 (Print or Type)

Title: General Manager  
 (Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS  
 (Print or Type)

Date: 08 Aug 2017

Date: 08 Aug 2017

Bandwidth.com CLEC, LLC d/b/a  
 Bandwidth.com

Indiana Bell Telephone Company Incorporated d/b/a  
 AT&T INDIANA, The Ohio Bell Telephone Company  
 d/b/a AT&T OHIO, Southwestern Bell Telephone  
 Company d/b/a AT&T ARKANSAS and AT&T  
 MISSOURI by AT&T Services, Inc., its authorized  
 agent

State	Resale OCN	CLEC OCN
ARKANSAS	235F	196F
INDIANA	235F	105F
MISSOURI	235F	993E
OHIO	235F	001F

Description	ACNA Code(s)
ACNA(s)	BCJ

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
BANDWIDTH.COM CLEC, LLC  
AND  
INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, THE OHIO BELL  
TELEPHONE COMPANY D/B/A AT&T OHIO, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A  
AT&T ARKANSAS, AT&T MISSOURI**

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CARRIER as shown in the attached Exhibit A.

**WHEREAS**, AT&T and CARRIER are Parties to the Agreement(s) as shown in the attached Exhibit A.

**WHEREAS**, CARRIER has changed its legal name and wishes to reflect that name change as set forth herein, and

**WHEREAS**, the Parties desire to amend the Agreements to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order 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) ("FCC ICC Reform Order").

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A - Listing of Agreements and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. The Agreements are hereby amended to reflect the name change from the CARRIER's Previous Legal Name to CARRIER's New Legal Name as shown in Exhibit A.
3. AT&T shall reflect that name change only for the main billing account (header card) for each of the accounts previously billed to CARRIER. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement(s). Without limiting the foregoing, CARRIER affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by CARRIER with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement(s).
4. Once this Amendment is effective, CARRIER shall operate with AT&T under the CARRIER's New Legal Name for those accounts. Such operation shall include, by way of example only, submitting orders under CARRIER's New Legal Name, and labeling (including re-labeling) equipment and facilities with CARRIER's New Legal Name. Any change in CARRIER's name including a change in the "d/b/a", or due to assignment or transfer of this/these Agreement(s) wherein only CARRIER's name is changing, and no CARRIER Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a CARRIER Name Change under this Section. For any CARRIER Name Change, CARRIER is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. CARRIER must submit the appropriate service request to AT&T to update CARRIER's name on all applicable billing accounts (BANs), and CARRIER is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should CARRIER desire to change its name on individual circuits and/or End User records, CARRIER must submit the appropriate service request(s) to AT&T to update CARRIER's name on individual circuits and/or End User records, and CARRIER is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
5. **Intercarrier Compensation**
  - 5.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the

applicable state(s). The intercarrier compensation rates included in Exhibit B hereby supersede the existing rate elements included in the Agreements for purposes of reciprocal compensation.

6. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
7. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision 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 Amendment.
8. 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. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
10. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
11. For Indiana and Missouri: 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. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing.

**Exhibit A**

<b>AT&amp;T ILEC (“AT&amp;T”)</b>	<b>CARRIER Previous Legal Name</b>	<b>CARRIER New Legal Name</b>	<b>Contract Type</b>	<b>Approval Date</b>
<b>Southwestern Bell Telephone Company d/b/a AT&amp;T ARKANSAS</b>	<b>Bandwidth.com CLEC, LLC</b>	<b>Bandwidth.com CLEC, LLC d/b/a Bandwidth.com</b>	<b>Interconnection Agreement</b>	<b>4/28/2008</b>
<b>Indiana Bell Telephone Company Incorporated d/b/a AT&amp;T INDIANA</b>	<b>Bandwidth.com CLEC, LLC</b>	<b>Bandwidth.com CLEC, LLC d/b/a Bandwidth.com</b>	<b>Interconnection Agreement</b>	<b>5/29/2008</b>
<b>Southwestern Bell Telephone Company d/b/a AT&amp;T MISSOURI</b>	<b>Bandwidth.com CLEC, LLC</b>	<b>Bandwidth.com CLEC, LLC d/b/a Bandwidth.com</b>	<b>Interconnection Agreement</b>	<b>5/27/2008</b>
<b>The Ohio Bell Telephone Company d/b/a AT&amp;T OHIO</b>	<b>Bandwidth.com CLEC, LLC</b>	<b>Bandwidth.com CLEC, LLC d/b/a Bandwidth.com</b>	<b>Interconnection Agreement</b>	<b>7/3/2008</b>

Pricing Sheet  
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
2MR-AT	MO	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU