

AMENDMENT

BETWEEN

ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

METROPOLITAN TELECOMMUNICATIONS OF ARKANSAS, INC. D/G/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF CALIFORNIA, INC.; METROPOLITAN TELECOMMUNICATIONS OF ILLINOIS, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF



**INDIANA, INC. D/B/A METTEL; METROPOLITAN
TELECOMMUNICATIONS OF KANSAS, INC.; METROPOLITAN
TELECOMMUNICATIONS OF MICHIGAN, INC. D/B/A METTEL;
METROPOLITAN TELECOMMUNICATIONS OF MISSOURI, INC. D/B/A
METTEL; METROPOLITAN TELECOMMUNICATIONS OF NEVADA, INC.;
METROPOLITAN TELECOMMUNICATIONS OF OHIO, INC. D/B/A
METTEL; METROPOLITAN TELECOMMUNICATIONS OF OKLAHOMA,
INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF
TEXAS, INC.; METROPOLITAN TELECOMMUNICATIONS OF
WISCONSIN, INC.**

Signature: eSigned - Andoni Economou

Signature: eSigned - William Bockelman

Name: eSigned - Andoni Economou
 (Print or Type)

Name: eSigned - William Bockelman
 (Print or Type)

Title: COO/EVP
 (Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
 (Print or Type)

Date: 17 Jul 2017

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Metropolitan Telecommunications of Arkansas, Inc. d/g/a MetTel; Metropolitan Telecommunications of California, Inc.; Metropolitan Telecommunications of Illinois, Inc. d/b/a MetTel; Metropolitan Telecommunications of Indiana, Inc. d/b/a MetTel; Metropolitan Telecommunications of Kansas, Inc.; Metropolitan Telecommunications of Michigan, Inc. d/b/a MetTel; Metropolitan Telecommunications of Missouri, Inc. d/b/a MetTel; Metropolitan Telecommunications of Nevada, Inc.; Metropolitan Telecommunications of Ohio, Inc. d/b/a MetTel; Metropolitan Telecommunications of Oklahoma, Inc. d/b/a MetTel; Metropolitan Telecommunications of Texas, Inc.; Metropolitan Telecommunications of Wisconsin, Inc.

Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ARKANSAS	2372	631A	---
CALIFORNIA	2372	180A	---
ILLINOIS	2372	183A	183A
INDIANA	2372	184A	---
KANSAS	2372	185A	---
MICHIGAN	2372	180C	---
MISSOURI	2372	553D	---
NEVADA	2372	187A	---
OHIO	2372	181C	---
OKLAHOMA	2372	189A	---
TEXAS	2372	0241	---
WISCONSIN	2372	193A	---

Description	ACNA Code(s)
ACNA(s)	MTV

**AMENDMENT TO THE AGREEMENT
BETWEEN**

METROPOLITAN TELECOMMUNICATIONS OF ARKANSAS, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF CALIFORNIA, INC.; METROPOLITAN TELECOMMUNICATIONS OF ILLINOIS, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF INDIANA, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF KANSAS, INC.; METROPOLITAN TELECOMMUNICATIONS OF MICHIGAN, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF MISSOURI, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF NEVADA, INC.; METROPOLITAN TELECOMMUNICATIONS OF OHIO, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF OKLAHOMA, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF TEXAS, INC.; METROPOLITAN TELECOMMUNICATIONS OF WISCONSIN, INC.

AND

ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This amendment ("Amendment") amends the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T") and Metropolitan Telecommunications of Arkansas, Inc. d/b/a MetTel; Metropolitan Telecommunications of California, Inc.; Metropolitan Telecommunications of Illinois, Inc. d/b/a MetTel; Metropolitan Telecommunications of Indiana, Inc. d/b/a MetTel; Metropolitan Telecommunications of Kansas, Inc.; Metropolitan Telecommunications of Michigan, Inc. d/b/a MetTel; Metropolitan Telecommunications of Missouri, Inc. d/b/a MetTel; Metropolitan Telecommunications of Nevada, Inc.; Metropolitan Telecommunications of Ohio, Inc. d/b/a MetTel; Metropolitan Telecommunications of Oklahoma, Inc. d/b/a MetTel; Metropolitan Telecommunications of Texas, Inc.; Metropolitan Telecommunications of Wisconsin, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated June 1, 2005 and as subsequently amended ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement 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"), and

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Intercarrier Compensation**

- 2.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit A, 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 A hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
3. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
4. 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.
5. 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.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. 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.
9. For all States except Arkansas, Ohio, California, and Wisconsin: 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. 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. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment.

PRICING SHEETS

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)	Optional EAS Transport & Termination per MOU		ZZUR2		NA	NA	NA	MOU
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