

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, 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 WHOLESAL, 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

ACN COMMUNICATION SERVICES, LLC



Signature: eSigned - Kevin MacDermott

Signature: eSigned - William Bockelman

Name: eSigned - Kevin MacDermott
 (Print or Type)

Name: eSigned - William Bockelman
 (Print or Type)

Title: Chief Operating Officer
 (Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
 (Print or Type)

Date: 18 Jul 2017

Date: 20 Jul 2017

ACN Communication Services, LLC

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, 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
ALABAMA	353A	618B	---
ARKANSAS	353A	118C	---
CALIFORNIA	353A	409A	409A
FLORIDA	353A	986A	---
GEORGIA	353A	963A	---
ILLINOIS	353A	112B	---
INDIANA	353A	779C	---
KANSAS	353A	957B	---
KENTUCKY	353A	619B	---
LOUISIANA	353A	992B	---
MICHIGAN	353A	351A	---
MISSOURI	353A	512B	---
NEVADA	353A	513B	513B
NORTH CAROLINA	353A	125B	---
OHIO	353A	391A	---

OKLAHOMA	353A	660B	---
SOUTH CAROLINA	353A	291C	---
TENNESSEE	353A	805B	---
TEXAS	353A	410A	---
WISCONSIN	353A	632B	---

Description	ACNA Code(s)
ACNA(s)	AYV

**AMENDMENT TO THE AGREEMENT
BETWEEN
ACN COMMUNICATION SERVICES, LLC
AND**

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, 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 (the "Amendment") amends the Agreements by and between AT&T and CLEC as shown in the attached Exhibit A.

WHEREAS, AT&T and CLEC are Parties to the Agreements as shown in the attached Exhibit A.

WHEREAS, CLEC has changed its registered names and desires to modify the Agreement to incorporate such changes; and

WHEREAS, the Parties desire to amend the Agreement to implement the *Lifeline and Link Up Reform and Modernization et al.*, WC Docket No. 11-42 et al., Second Report and Order, FCC 15-71, Released June 22, 2015 ("FCC Lifeline Order"); 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

WHEREAS, the Parties desire to amend the Agreement to implement the *Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) from Enforcement of Obsolete ILEC Legacy Regulations That Inhibit Deployment of Next- Generation Networks*, WC Docket No. 14-192, Released December 28, 2015 ("FCC US Telecom Forbearance 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 Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A - 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. For the states of Alabama, California, Florida, Georgia, Kansas, Kentucky, Louisiana, Michigan, North Carolina, South Carolina and Tennessee, the Agreements are hereby amended to reflect the name change from ACN Communications Services, Inc. to ACN Communication Services, LLC.
3. For the states of Arkansas, Illinois, Indiana, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin, the Agreements are hereby amended to reflect the name change from ACN Communication Services, Inc. to ACN Communication Services, LLC.
4. **Lifeline and Link Up Services**
 - 4.1. Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget's (OMB) approval.
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 Agreement for purposes of reciprocal compensation.

6. **Forbearance**

6.1. Delete the rates, terms and conditions related to the unbundling of a 64 kbps voice-grade channel to provide narrowband services over fiber where an incumbent LEC retires a copper loop it has overbuilt with a fiber-to-the-home or fiber-to-the-curb loop.

7. The Parties agree to replace the entire Notices Section from the Agreement(s) with the following language:

N. Notices

N.1 Notices given by CLEC to AT&T 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:

N.1.1 delivered by electronic mail (email).

N.1.2 delivered by facsimile.

N.2 Notices given by AT&T to the CLEC 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:

N.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section N.4 below.

N.2.2 delivered by facsimile provided CLEC has provided such information in Section N.4 below.

N.3 Notices will be deemed given as of the earliest of:

N.3.1 the date of actual receipt.

N.3.2 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.

N.3.3 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.

N.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	John Dunne Carrier Relations Specialist
STREET ADDRESS	1100 Ave des Canadiens-de-Montreal, Office 450
CITY, STATE, ZIP CODE	Montreal QC H3B 2S2
PHONE NUMBER*	(514) 390-2451
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	john.dunne@acninc.com

Copy To:

NOTICE CONTACT	CLEC CONTACT

NAME/TITLE	ACN, Inc. Attn: Legal
STREET ADDRESS	1000 Progress Place NE
CITY, STATE, ZIP CODE	Concord, NC 28025
PHONE NUMBER*	(704) 260-3000
FACSIMILE NUMBER	(704) 260-3304
EMAIL ADDRESS	legalnotices@acninc.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
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.

- N.5 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 N. 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.
- N.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section N. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.
 - N.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.
 - N.6.2 CLEC may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.
- N.7 AT&T 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.
- 8. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
- 9. 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.

10. 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.
11. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
12. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
13. 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.
14. 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.

Exhibit A

AT&T ILEC (“AT&T”)	CARRIER Legal Name	Contract Type	Dated
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	ACN Communication Services, LLC	Interconnection Agreement	12/18/2003
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	ACN Communication Services, LLC	Interconnection Agreement	05/12/2003
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	ACN Communication Services, LLC	Interconnection Agreement	05/12/2003
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	ACN Communication Services, LLC	Interconnection Agreement	12/18/2003
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	ACN Communication Services, LLC	Interconnection Agreement	12/18/2003
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	ACN Communication Services, LLC	Interconnection Agreement	05/12/2003
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	ACN Communication Services, LLC	Interconnection Agreement	12/18/2003
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	ACN Communication Services, LLC	Interconnection Agreement	05/12/2003
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	ACN Communication Services, LLC	Interconnection Agreement	05/06/2003
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	ACN Communication Services, LLC	Interconnection Agreement	10/07/2005
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	ACN Communication Services, LLC	Interconnection Agreement	10/11/2002

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Dated
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	ACN Communication Services, LLC	Interconnection Agreement	12/02/2003
The Ohio Bell Telephone Company d/b/a AT&T OHIO	ACN Communication Services, LLC	Interconnection Agreement	10/29/2002
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	ACN Communication Services, LLC	Interconnection Agreement	Approved: 03/08/2003
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	ACN Communication Services, LLC	Interconnection Agreement	03/09/2006
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	ACN Communication Services, LLC	Interconnection Agreement	09/26/2005
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	ACN Communication Services, LLC	Interconnection Agreement	08/22/2005
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	ACN Communication Services, LLC	Interconnection Agreement	09/25/2009
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	ACN Communication Services, LLC	Interconnection Agreement	09/16/2005
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	ACN Communication Services, LLC	Interconnection Agreement	12/02/2003

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