The Public Utilities Commission of Ohio TELECOMMUNICATIONS FILING FORM

(Effective: 9/2/2015)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of AT&T Ohio for review and approval of an Agreement Amendment Pursuant to Section 252 of the Telecommunications Act of 1996 TRF Docket No. 90 - ____ Case No. 17 – 2167 – **TP** – NAG **NOTE: Unless you have reserved a Case #, leave the "Case No." fields BLANK**

Name of Registrant(s) The Ohio Bell Telephone Company		
DBA(s) of Registrant(s) AT&T Ohio		
Address of Registrant(s) 45 Erieview Plaza, Room 1600, Cleveland, Ohio	o 44114	
Company Web Address www.att.com		
Regulatory Contact Person(s) Maryann H. Mackey	Phone 216-822-0086	Fax 216-781-9643
Regulatory Contact Person's Email Address mm4182@att.com		
Contact Person for Annual Report Maryann H. Mackey		Phone 216-822-0086
Address (if different from above) 45 Erieview Plaza, Room 1600, Clevel	and, Ohio 44114	
Consumer Contact Information Maryann H. Mackey		Phone 216-822-0086
Address (if different from above) 45 Erieview Plaza, Room 1660, Clevel	and, Ohio 44114	

Motion for protective order included with filing? \Box Yes \boxtimes No Motion for waiver(s) filed affecting this case? \Box Yes \boxtimes No [Note: Waivers may toll any automatic timeframe.]

Notes:

Section I and II are Pursuant to Chapter $\underline{4901:1-6 \text{ OAC}}$ Section III – Carrier to Carrier is Pursuant to $\underline{4901:1-7}$ OAC, and Wireless is Pursuant to $\underline{4901:1-6-24}$ OAC. Section IV – Attestation

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

(2) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at <u>www.puco.ohio.gov</u> under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.

Exhibit	Description:
А	The tariff pages subject to the proposed change(s) as they exist before the change(s)
В	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the
	right margin.
С	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to
	the applicable rule(s).

Section I – Part I - Common Filings

Carrier Type Other (explain below)	For Profit ILEC	Not For Profit ILEC	CLEC
Change terms & conditions of existing BLES	ATA <u>1-6-14(H)</u> (Auto 30 days)	ATA <u>1-6-14(H)</u> (Auto 30 days)	ATA <u>1-6-14(H)</u> (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			ATA <u>1-6-14(H)</u> (Auto 30 days)
Introduce or Increase Late Payment	ATA <u>1-6-14(1)</u> (Auto 30 days)	ATA <u>1-6-14(1)</u> (Auto 30 days)	ATA <u>1-6-14(1)</u> (Auto 30 days)
Revisions to BLES Cap.	$\Box ZTA 1-6-14(F)$ (0 day Notice)		
Introduce BLES or expand local service area (calling area)	ZTA <u>1-6-14(H)</u> (0 day Notice)	C ZTA <u>1-6-14(H)</u> (0 day Notice)	$\Box ZTA 1-6-14(H)$ (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	ZTA <u>1-6-27(C)</u> (0 day Notice)	ZTA <u>1-6-27(C)</u> (0 day Notice)	
Change BLES Rates	TRF <u>1-6-14(F)</u> (0 day Notice)	$\Box \text{ TRF } \frac{1-6-14(F)(4)}{(0 \text{ day Notice})}$	TRF <u>1-6-14(G)</u> (0 day Notice)
To obtain BLES pricing flexibility	$ \square BLS 1-6-14 (C)(1)(c) (Auto 30 days) $		
Change in boundary	ACB <u>1-6-32</u> (Auto 14 days)	ACB <u>1-6-32</u> (Auto 14 days)	
Expand service operation area			$\Box \text{ TRF } 1-6-08(G)(0 \text{ day})$
BLES withdrawal			$\Box ZTA \underline{1-6-25(B)}$ (0 day Notice)
Other* (<i>explain</i>)			

Section I – Part II – Customer Notification Offerings Pursuant to Chapter 4901:1-6-7 OAC

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
15-day Notice				
30-day Notice				
Date Notice Sent:				

Section I – Part III – IOS Offerings Pursuant to Chapter 4901:1-6-22 OAC

IOS	Introduce New	Tariff Change	Price Change	Withdraw

Section II – Part I – Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC

Certification	ILEC (Out of Territory)	CLEC	Carrier's Not Offering BLES	CESTC	CETC
* See Supplemental form	ACE <u>1-6-08</u>	ACE <u>1-6-08</u>	ACE <u>1-6-</u> 08	ACE <u>1-6-</u> 10	UNC <u>1-6-</u> 09
	* (Auto 30- day)	*(Auto 30 day)	*(Auto 30 day)	(Auto 30 day)	*(Non-Auto)

*Supplemental Certification forms can be found on the Commission Web Page.

Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Carrier's Not Offering BLES
Abandon all Services		ABN <u>1-6-26</u> (Auto 30 days)	ABN <u>1-6-26</u> (Auto 30 days)
Change of Official Name *	ACN <u>1-6-29(B)</u> (Auto 30 days)	$\Box \text{ ACN } \underline{1-6-29(B)}$ (Auto 30 days)	CIO <u>1-6-29(C)</u> (0 day Notice)
Change in Ownership *	$\square ACO \underline{1-6-29(E)}$ (Auto 30 days)	$\square ACO \underline{1-6-29(E)}$ (Auto 30 days)	CIO <u>1-6-29(C)</u> (0 day Notice)
Merger *	AMT <u>1-6-29(E)</u> (Auto 30 days)	AMT <u>1-6-29(E)</u> (Auto 30 days)	CIO <u>1-6-29(C)</u> (0 day Notice)
Transfer a Certificate *	ATC <u>1-6-29(B)</u> (Auto 30 days)	ATC <u>1-6-29(B)</u> (Auto 30 days)	CIO <u>1-6-29(C)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	ATR <u>1-6-29(B)</u> (Auto 30 days)	ATR <u>1-6-29(B)</u> (Auto 30 days)	CIO <u>1-6-29(C)</u> (0 day Notice)

* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see <u>the 4901:1-6-29 Filing Requirements on the Commission's Web Page</u> for a complete list of exhibits.

Section III – Carrier to Carrier (Pursuant to 4901:1-7), and Wireless (Pursuant to 4901:1-6-24)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	⊠ NAG <u>1-7-07</u> (Auto 90 day)	NAG <u>1-7-07</u> (Auto 90 day)
Request for Arbitration	ARB <u>1-7-09</u> (Non-Auto)	ARB <u>1-7-09</u> (Non-Auto)
Introduce or change c-t-c service tariffs,	ATA <u>1-7-14</u> (Auto 30 day)	ATA <u>1-7-14</u> (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	UNC <u>1-7-04</u> or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way.	UNC 1-7-23(B) (Non-Auto)	
Wireless Providers See <u>4901:1-6-24</u>	RCC [Registration & Change in Operations] (0 day)	NAG [Interconnection Agreement or Amendment] (Auto 90 days)

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

<u>AFFIDAVIT</u> Compliance with Commission Rules

I am an officer/agent of the applicant corporation, AT&T Ohio, and am authorized to make this statement on its behalf.

Maryann Mackey

Please Check ALL that apply:

I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date)

at (Location)

*(Signature and Title)

(Date)

• This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

VERIFICATION

I, Maryann Mackey verify that I have utilized the Telecommunications Filing Form for most proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*/c/Maryann Mackey Director, Regulatory *Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the

applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio Attention: Docketing Division 180 East Broad Street, Columbus, OH 43215-3793 Or Make such filing electronically as directed in Case No 06-900-AU-WVR

Contract Id: 8544648 Signature Page/AT&T-21STATE Page 1 of 5 MATRIX Version: 4Q15 – 10/19/15

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 MISSISSIPPI, 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

AND

MATRIX TELECOM, LLC D/B/A IMPACT TELECOM D/B/A STARTEC GLOBAL COMMUNICATIONS; MATRIX TELECOM, LLC; MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC



TELECOM; MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM: MATRIX TELECOM, INC. D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A VARTEC TELECOM; MATRIX TELECOM, LLC D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES; MATRIX TELECOM, LLC D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A/ TRINSIC COMMUNICATIONS; MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM: MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM; MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC GLOBAL COMMUNICATIONS D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC **TELECOM**

Signature: eSigned - Douglas Funsch	Signature: eSigned - William Bockelman
Name: eSigned - Douglas Funsch	Name: eSigned - William Bockelman
(Print or Type)	(Print or Type)
Title: Chief Revenue Officer	Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)	(Print or Type)
Date: 26 Sep 2017	Date: 26 Sep 2017

Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Startec Global Communications; Matrix Telecom, LLC; Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom; Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom; Matrix Telecom, Inc. d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a VarTec Telecom; Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Matrix Business Technologies; Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a/ Trinsic Communications: Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom; Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom; Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Startec Global Communications d/b/a Trinsic Communications d/b/a VarTec Telecom

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, 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
	3051,4909,7984,		
ALABAMA	778B	8015,9528, 230D	3995
ARKANSAS	3051,4909,7984,	9797, 044E	5569,9103
	778B	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	000777100
CALIFORNIA	3051,4909,7984, 778B	243A, 9873, 864C	0746, 7379
FLORIDA	3051,4909,7984,	5474 0454 020D	3840
FLORIDA	778B	5674,9454, 839B	3040
GEORGIA	3051,4909,7984,	398A, 8058, 433C	0155
	778B 3051,4909,7984,		
ILLINOIS	778B	000A,9707, 025C	3259
INDIANA	3051,4909,7984,	621A, 9497, 251C	1523
	778B	02117, 7477, 2010	1020
KANSAS	3051,4909,7984, 778B	9455, 520D	5082,5675
	3051,4909,7984,	0057.0054.0000	0007
KENTUCKY	778B	9357,9851, 939B	0327
LOUISIANA	3051,4909,7984,	9823,9917, 232E	0123
	778B 3051,4909,7984,		
MICHIGAN	778B	9458,9559, 841B	0333
MISSISSIPPI	3051,4909,7984,	9393,9798, 941B	3327
MISSISSIFFI	778B	9393,9790, 941D	3327
MISSOURI	3051,4909,7984,	3442. 236D	0326,5676
	778B 3051,4909,7984,		
NEVADA	778B	9358,9460, 237D	2165, 2817
NORTH CAROLINA	3051,4909,7984,	5957,9462, 945D	5558
	778B	3737,7402,7430	3330
OHIO	3051,4909,7984, 778B	9463,9824, 943B	5436
OKLAHOMA	3051, 778B	783D	5275
	3051,4909,7984,		
SOUTH CAROLINA	778B	8016,9514, 362D	3326
TENNESSEE	3051,4909,7984,	170A,9651, 784D	5468
	778B	1701,7001,7010	
TEXAS	3051,4909,7984, 778B	2897, 600C	3036,5167, 129G, 7715
	3051,4909,7984,	0175 0000 0440	
WISCONSIN	778B	9175,9800, 844B	2133

Contract Id: 8544648

Signature Page/AT&T-21STATE Page 5 of 5 MATRIX Version: 4Q15 – 10/19/15

Description	ACNA Code(s)
ACNA(s)	ELZ, EXL, VRT, RNA

AMENDMENT TO THE AGREEMENT BETWEEN

MATRIX TELECOM, LLC D/B/A IMPACT TELECOM D/B/A STARTEC GLOBAL COMMUNICATIONS; MATRIX TELECOM, LLC; MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM; MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM; MATRIX TELECOM, INC. D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A VARTEC TELECOM; MATRIX TELECOM, LLC D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES; MATRIX TELECOM, LLC D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A/ TRINSIC COMMUNICATIONS; MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM: MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM; MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC GLOBAL COMMUNICATIONS D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM

AND

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, 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 Matrix as shown in the attached Exhibit A. AT&T and Matrix are hereinafter referred to collectively as the "Parties" and individually as a "Party."

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

Matrix

WHEREAS, Matrix represents that it acquired the assets of TNCI Operating Company LLC ("TNCI") in the states of Alabama, Arkansas, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin including those associated with TNCI's ACNA and OCNs.

WHEREAS, with Matrix's acquisition of TNCI, Matrix desires to continue to purchase services from AT&T-21 STATE under the Agreements as shown in the attached Exhibit A and seeks to terminate the TNCI Interconnection Agreements.

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 Exhibits immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
- 2. The TNCI Interconnection Agreements shall terminate upon the Effective Date of this Amendment, and for avoidance of doubt, Matrix has assumed all of the liabilities and obligations of TNCI including all charges previously assessed against TNCI's ACNA and OCNs prior to the Effective Date of this Amendment and shall also be responsible for all AT&T-21 STATE charges associated with the products and services purchased under this Agreement, including such product and services associated with ACNA RNA and the state specific OCNs as depicted in the matrix below starting on and continuing after the Effective Date.

STATE	OCN CLASS	OCN
All 21	RESALE	778B
Alabama	ULEC	230D
Arkansas	ULEC	044E
California	CLEC	7379
California	ULEC	864C
Florida	ULEC	839B
Georgia	ULEC	433C
Illinois	ULEC	025C
Indiana	ULEC	251C
Kansas	ULEC	520D
Kentucky	ULEC	939B
Louisiana	ULEC	232E
Michigan	ULEC	841B
Mississippi	ULEC	941B
Missouri	ULEC	236D
Nevada	ULEC	237D
Nevaua	CLEC	2817
North Carolina	ULEC	945D
Ohio	ULEC	943B
Oklahoma	ULEC	783D
South Carolina	ULEC	362D
Tennessee	ULEC	784D

	CLEC	129G
Texas	CLEC	7715
	ULEC	600C
Wisconsin	ULEC	844B

- 3. Notwithstanding any provision or interpretation of the Agreement, Matrix certifies that it will be operating under and submitting its orders with the additional Access Customer Name Abbreviation ("ACNA") of "RNA", which has been issued by iconectiv, and the additional Operating Company Numbers ("OCNs") of "025C, 044E, 129G, 230D, 232E, 236D, 237D, 251C, 2817, 362D, 433C, 520D, 600C, 7715, 7379, 778B, 783D, 784D, 839B, 841B, 844B, 864C, 939B, 941B, 943B and 945D", which have been issued by National Exchange Carrier Association Inc ("NECA") for Matrix. Matrix also certifies and represents that it is duly authorized to use the ACNA listed above, and that all charges due under this Agreement for orders submitted by Matrix using this ACNA will be the responsibility of Matrix. Matrix shall provide the ACNA via the CLEC Profile within thirty (30) calendar days of the Effective Date. Matrix shall provide the Access Service Requests (ASRs) or Local Service Requests (LSRs), as required, to update the ACNA within thirty (30) calendar days of the Effective Date. Matrix shall not order products or services under this Agreement utilizing the ACNA listed above until both (a) the CLEC Profile is in "Completed" status for the addition of the new ACNA listed above, and (b) Matrix has submitted ASRs or LSRs and they have successfully posted as set forth in this Section.
- 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 (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 Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: 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 (30) 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) days after the mailing date of the final order approving this Amendment.

Contract Id: 8544648

<u>Exhibit A</u>

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Approval Date
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Startec Global Communications	Interconnection	4/3/06
Bellsouth Telecommunications, LLC d/b/a AT&T ALABAMA	Matrix Telecom, LLC	Interconnection	5/6/03
Bellsouth Telecommunications, LLC d/b/a AT&T FLORIDA	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection	7/21/03
Bellsouth Telecommunications, LLC d/b/a AT&T GEORGIA	Matrix Telecom, LLC	Interconnection	5/28/03
Bellsouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection	4/25/03
Bellsouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Matrix Telecom, LLC	Interconnection	7/17/03
Bellsouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Matrix Telecom, Inc. d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a VarTec Telecom	Interconnection	7/7/03
Bellsouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Matrix Telecom, LLC	Interconnection	8/11/03

Contract Id: 8544648

AT&T ILEC ("AT&T")	CARRIER New Legal Name	Contract Type	Approval Date
Bellsouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Matrix Telecom, LLC	Interconnection	4/29/03
Bellsouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Matrix Business Technologies	Interconnection	6/2/03
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Matrix Telecom, LLC	Interconnection	10/26/05
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Matrix Telecom, LLC	Interconnection	8/22/05
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Matrix Telecom, LLC	Interconnection	1/24/07
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a/ Trinsic Communications	Interconnection	9/20/05
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection	8/9/00
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection	1/23/03

Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Startec Global Communications d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection	3/26/03
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection	3/10/04
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Matrix Telecom, LLC	Interconnection	4/14/03
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Matrix Telecom, LLC	Interconnection	10/11/03
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Matrix Telecom, LLC	Interconnection	4/18/02

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Case No(s). 17-2167-TP-NAG

Summary: Application for approval of an amendment to an interconnection agreement electronically filed by Maryann Mackey on behalf of AT&T Ohio