

AMENDMENT

BETWEEN

THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO

AND

**FUSION CONNECT, LLC
(AS SUCCESSOR IN INTEREST TO FIDELITY CONNECT, LLC)**



Fusion Connect, LLC (as successor in interest to Fidelity Connect, LLC)

Signature: eSigned - Pamela L. HintzSignature: eSigned - Kristen E. ShoreName: eSigned - Pamela L. Hintz
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title: Vice President of Regulatory Compliance
(Print or Type)Title: AVP- Regulatory
(Print or Type)Date: 03 Feb 2023Date: 22 Feb 2023**Fusion Connect, LLC (as successor in interest to Fidelity Connect, LLC)****The Ohio Bell Telephone Company d/b/a AT&T OHIO
by AT&T Services, Inc., its authorized agent**

State	Resale OCN	ULEC OCN	CLEC OCN
OHIO	---	---	475G

Description	ACNA Code(s)
ACNA(s)	FIQ

AMENDMENT TO THE AGREEMENT BETWEEN

THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO AND FUSION CONNECT, LLC (AS SUCCESSOR IN INTEREST TO FIDELITY CONNECT, LLC)

This Amendment (the “Amendment”) amends the Interconnection Agreement (“Agreement”) by and between The Ohio Bell Telephone Company d/b/a AT&T Ohio (“AT&T”) and Fidelity Connect, LLC (“Fidelity Connect”) originally approved March 1, 2011. Fusion Connect, LLC is the successor in interest to Fidelity Connect. Each party may be hereinafter referred to collectively as the “Parties” and individually as a “Party”.

WHEREAS, AT&T and Fidelity Connect are parties to the Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the “Act”); and

WHEREAS, Fusion, LLC (which conducts business in Ohio under the name Fusion Connect, LLC) (“Fusion” or “CLEC”) represents that (a) it ultimately acquired the assets of Fidelity Connect via a transfer of control of Fidelity Connect to Fusion NBS Acquisition Corp. in which Fidelity Connect was then ultimately merged into Fusion, LLC (f/k/a Network Billing Systems, LLC) including those assets associated with the Agreement by and between AT&T and Fidelity Connect; and (b) Fidelity Connect’s ACNA and OCN have been assigned to Fusion, LLC; and

WHEREAS, Fusion represents that Fidelity Connect has been merged out of existence; and

WHEREAS, Fusion agrees to assume all responsibilities, liabilities, and obligations of Fidelity Connect with respect to the Agreement, upon execution of this Amendment, provided that such responsibilities, liabilities, and obligations do not include any responsibilities, liabilities and obligations that were eliminated by Bankruptcy Case No. 19-11811 that was before the United States Bankruptcy Court for the Southern District of New York, in Case No. 19-11811; and

WHEREAS, AT&T and Fusion agree to amend the Agreement to reflect the name change to Fusion Connect, LLC and reflect the assignment of Fidelity Connect ACNA and OCN listed in this Amendment to Fusion; and

WHEREAS, concurrent with the execution of this Amendment, certain services being provided today by AT&T to Fidelity Connect will subsequently be provided by AT&T to Fusion Connect, LLC under the Agreement, as amended, including by way of name change from Fidelity Connect, LLC to Fusion Connect, LLC; and

WHEREAS, the Parties desire to amend the Interconnection Agreement to modify certain rates; and

WHEREAS, the Parties desire to modify certain provisions related to Operations Support Systems (OSS) and/or Data Connection Security Requirements that are associated with the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to implement the following FCC Orders: (a) Memorandum Opinion and Order, WC Docket No. 18-141, 34 Rcd 6503, FCC 19-72 (rel. Aug. 2, 2019) (“**FCC’s Aug. 2, 2019 Forbearance Order**”); (b) Memorandum Opinion and Order, WC Docket No. 18-141, *et al.*, 34 Rcd 5767, FCC 19-66 (rel. July 12, 2019) (“**FCC’s July 12, 2019 Forbearance Order**”); (c) Report and Order, WC Docket No. 19-308, FCC 20-152 (rel. Oct. 28, 2020) (“**FCC’s 2020 Forbearance Order**”) (collectively, “**FCC’s Forbearance Orders**”).

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

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. Add the Pricing Sheet in Exhibit A. The rates in Exhibit A supersede the rates for the corresponding elements in the Pricing Sheet in the Agreement.
3. If CLEC is no longer purchasing out of a Local Wholesale Transport (“LWT”) commercial agreement with AT&T LWT on routes between wire centers subject to forbearance granted in the FCC’s July 12, 2019 Forbearance Order, FCC 19-66 (rel. July 12, 2019) as set forth in Public Notice DA 19-733, dated August 1, 2019, as of the execution of this Amendment was available at <https://docs.fcc.gov/public/attachments/DA-19-733A1.pdf> (collectively, “Forbearance

Granted Wire Centers”), CLEC shall provide Notice to AT&T to implement the rates set forth in Exhibit B. Upon verification that CLEC is no longer purchasing LWT on routes between Forbearance Granted Wire Centers, AT&T will implement the rates in Exhibit B with an effective date of the date the CLEC provided valid Notice pursuant to the applicable Interconnection Agreement.

4. The Parties agree to modify certain sections of the Agreements with the following language:

Data Connection Security Requirements

CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Amendment's Section 4 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures that are set forth in the Agreement, the CLEC OSS Interconnection Procedures referenced in this Section 4 shall govern.

CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.

5. Conversion from Wholesale 251(c)(4) Resold Telecommunications Services to 251(b)(1) Resale.

- 5.1 After February 2, 2020, all resale services CLEC orders pursuant to Section 251(c)(4), 47 U.S.C. § 251(c)(4), in this Agreement shall be deemed to be pursuant to Section 251(b)(1), 47 U.S.C. § 251(b)(1). After August 2, 2022, all resale services, that CLEC purchases pursuant to Section 251(c)(4) in this Agreement will be provided pursuant to Section 251(b)(1). The rates, terms and conditions of these resale provisions in the Agreement shall continue to apply, provided however that AT&T may modify or discontinue to the resale discount, subject to state law limitations or requirements (such as, without limitation, a state law requirement that a resale discount include an avoided cost discount), upon at least 120 days prior notification via an Accessible Letter, and performance remedies for resale services shall not apply to Section 251(b)(1) resale services.

6. Discontinuance of Voice-Grade Analog Loop UNEs.

- 6.1 As of February 3, 2020, CLEC may no longer order analog voice-grade 2-wire and 4-wire copper loop Unbundled Network Elements ("UNEs") (collectively, "**Voice-Grade Analog Loop UNEs**") pursuant to this Agreement.
- 6.2 Any existing Voice-Grade Analog Loop UNEs ordered on or before February 2, 2020 are grandfathered and will remain available to CLEC until August 2, 2022 ("**Voice-Grade Analog Loop UNEs-Embedded Base**"). CLEC will complete the conversion and/or disconnection of all Voice Grade Analog Loop UNEs-Embedded Base by August 2, 2022. Should AT&T or CLEC identify any remaining Voice Grade Analog Loop UNEs-Embedded Base after August 2, 2022, CLEC will immediately submit orders to transition such Voice Grade Analog Loop UNEs-Embedded Base to another service or disconnect them.
- 6.3 For any complete order submitted by CLEC to disconnect or convert Voice Grade Analog Loop UNEs-Embedded Base to another service on or before May 22, 2022, AT&T will process such orders and not subject such orders to a surcharge. Notwithstanding the forgoing, if CLEC and AT&T entered into a project plan by September 1, 2021 for conversion of its Voice Grade Analog Loop UNEs-Embedded Base to another service, and CLEC submitted all Local Service Requests ("**LSRs**") in accordance with such plan (which for avoidance of doubt includes submitting all LSRs by May 22, 2022) and if AT&T is unable to process such LSRs by August 2, 2022, AT&T shall not assess a surcharge. A LSR shall be considered submitted by May 22, 2022, even if it subsequently requires clarification provided that CLEC promptly submits a subsequent LSR with the required clarification to resolve the error(s) in question promptly after AT&T provides a valid reason for rejecting the LSR.
- 6.4 To the extent CLEC fails to adhere to the above, AT&T will in the following order:
- 6.4.1 Convert any remaining Voice-Grade Analog Loop UNEs-Embedded Base to an analogous arrangement available under a separate commercial agreement executed by the Parties,
- 6.4.2 Convert any remaining Voice-Grade Analog Loop UNEs-Embedded Base to an applicable service in an AT&T tariff or guidebook, if any (in which case month-to-month rates, terms and conditions shall apply), or

- 6.4.3 Reprice any remaining Voice-Grade Analog Loop UNEs-Embedded Base by application of a new rate (or by application of a surcharge to an existing rate), or
- 6.4.4 Disconnect these Voice-Grade Analog Loop UNEs-Embedded Base.

7. Discontinuance of Certain DS1 and DS3 Transport UNEs

- 7.1 As of January 13, 2020, CLEC may no longer order DS1 and DS3 Dedicated Transport UNEs whether stand-alone or part of a combination (e.g., Enhanced Extended Link) (collectively, “**DS1 and DS3 Transport UNEs**”) pursuant to this Agreement between wire centers subject to the forbearance granted in the FCC’s July 12, 2019 Forbearance Order, as set forth in Public Notice DA 19-733, dated August 1, 2019, as of the execution of this Amendment was available at <https://docs.fcc.gov/public/attachments/DA-19-733A1.pdf>.
- 7.2 Any DS1 and DS3 Transport UNEs in the aforementioned wire centers ordered on or before January 12, 2020, are grandfathered until July 12, 2022 (“**DS1 and DS3 Transport UNEs-Embedded Base**”). If CLEC and AT&T have entered into a commercial replacement agreement for DS1 and DS3 Transport UNEs, any remaining DS1 and DS3 Transport UNEs-Embedded Base will convert to an analogous arrangement available under the separate commercial agreement executed by the Parties, or CLEC must otherwise disconnect any grandfathered DS1 and DS3 Transport UNEs-Embedded Base or convert them to another product/service offering on or before July 12, 2022, pursuant to the conversion of 251(c)(3) UNE/UNE Combinations to Wholesale Services provisions of this Agreement or other similar provision.
- 7.3 If CLEC fails to convert grandfathered DS1 and DS3 Transport UNEs-Embedded Base on or before July 12, 2022, at AT&T’s sole discretion, AT&T may convert any, or all, of the remaining DS1 and DS3 Transport UNEs-Embedded Base to the equivalent Special Access service at month-to-month rates, terms and conditions, unless the Parties have entered into a separate commercial agreement for such services in which the rates, terms, and conditions of that commercial agreement shall apply. CLEC shall be responsible for all associated recurring and non-recurring charges. AT&T reserves the right to backbill CLEC for the difference between the rate for a DS1 and DS3 Transport UNE, as applicable, and the non-UNE rate that applies under this Section 7 for any new circuits inadvertently ordered after January 12, 2020, and any DS1 and DS3 Transport UNEs-Embedded Base remaining after July 12, 2022. For avoidance of doubt, orders for DS1 and DS3 Transport UNEs submitted on or before January 12, 2020 are not subject to the backbilling referenced in the prior sentence. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS1 and DS3 Transport UNEs as of the date specified by the FCC and adhere to any FCC specified transition deadlines.

8. Discontinuance of 2-Wire Digital Loop UNEs

- 8.1 As of February 9, 2023, CLEC may no longer order new two-wire copper loops conditioned to transmit digital signals (“**2-Wire Digital Loop UNEs**”) pursuant to this Agreement in a Wire Center where at least 66% of census blocks served by that Wire Center are designated by the Census Bureau as an urbanized area (areas of 50,000 or more people). Such Wire Centers are listed on CLEC Online.
- 8.2 Any existing 2-Wire Digital Loop UNEs ordered on or before February 8, 2023, that can no longer be ordered per Section 8.1, above, are grandfathered and remain available until February 10, 2025 (“**2-Wire Digital Loop UNEs-Embedded Base**”). CLEC shall convert the 2-Wire Digital Loop UNEs-Embedded Base to a commercial offering, or an alternate arrangement, or disconnect such 2-Wire Digital Loop UNEs-Embedded Base on or before February 10, 2025.
- 8.3 To the extent CLEC fails to adhere to the above, at AT&T’s sole discretion, AT&T may take the following actions for any remaining 2-Wire Digital Loop UNEs-Embedded Base and CLEC will be responsible for all recurring and non-recurring charges:
 - 8.3.1 Convert any remaining 2-Wire Digital Loop UNEs-Embedded Base to a 2-Wire digital arrangement available under a separate commercial agreement if executed between the Parties, if no such agreement is executed between the parties, AT&T may take one or more of the following actions:
 - 8.3.1.1 Convert any remaining 2-Wire Digital Loop UNEs-Embedded Base to an applicable service in an AT&T tariff or guidebook, if any (in which case month-to-month rates, terms and conditions shall apply), or

8.3.1.2 Reprice any remaining 2-Wire Digital Loop UNEs-Embedded Base by application of a new rate (or by application of a surcharge to an existing rate), or

8.3.1.3 Disconnect any remaining 2-Wire Digital Loop UNEs-Embedded Base.

8.4 AT&T reserves the right to backbill CLEC for the difference between the rate for a 2-Wire Digital Loop UNE and the non-UNE rate that applies under this Section 8 for any new 2-Wire Digital Loop UNEs inadvertently ordered after February 8, 2023, and any 2-Wire Digital Loop UNEs-Embedded Base remaining after February 10, 2025.

8.5 AT&T's election to reprice the 2-Wire Digital Loop UNE shall not preclude AT&T from later converting the 2-Wire Digital Loop UNE to a digital arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.

9. Discontinuance of DS1 Loop UNEs

9.1 As of February 9, 2023, CLEC may no longer order new DS1 Loop UNEs ("**DS1 Loop UNEs**") pursuant to this Agreement in Wire Centers deemed to be competitive in the FCC's BDS proceeding as listed in the "**DS1/DS3 UNE Loop Competitive Wire Center List**" as posted on CLEC Online, which may change from time to time, provided that any such AT&T list only includes the Wire Centers that the FCC has deemed competitive are set forth in <https://docs.fcc.gov/public/attachments/DOC-344863A1>. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS1 UNE Loops out of such additional wire centers as of the date specified by the FCC and adhere to any FCC specified transition deadlines.

9.2 Any existing DS1 Loop UNEs ordered on or before February 8, 2023 that can no longer be ordered per Section 9.1 above are grandfathered and can remain in place until August 8, 2024 (collectively, "**DS1 Loop UNEs-Embedded Base**"). CLEC shall convert the DS1 Loop UNEs-Embedded Base to an alternate arrangement, or disconnect such DS1 Loop UNEs-Embedded Base on or before August 8, 2024.

9.3 To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take the following actions for any remaining DS1 Loop UNEs-Embedded Base and CLEC will be responsible for all recurring and non-recurring charges:

6.3.1 Convert any remaining DS1 Loop UNEs-Embedded Base to an arrangement available under a separate commercial agreement between the Parties, if no such agreement is executed between the parties, AT&T may take one or more of the following actions:

9.3.1.1 Convert any remaining DS1 Loop UNEs-Embedded Base to an applicable service in an AT&T tariff or guidebook (in which case month-to-month rates, terms and conditions shall apply), or

9.3.1.2 Reprice any remaining DS1 Loop UNEs-Embedded Base by application of a new rate (or by application of a surcharge to an existing rate), or

9.3.1.3 Disconnect any remaining DS1 Loop UNEs-Embedded Base.

9.4 AT&T reserves the right to backbill CLEC for the difference between the rate for a DS1 Loop UNE and the non-UNE rate that applies under this Section 9 for any new DS1 Loop UNEs inadvertently ordered after February 8, 2023, and any DS1 Loop UNEs-Embedded Base remaining after August 8, 2024.

9.5 AT&T's election to reprice DS1 Loop UNEs shall not preclude AT&T from later converting the DS1 Loop UNEs to a DS1 arrangement available under a separate AT&T tariff or guidebook service.

10. Discontinuance of DS3 Loop UNEs

10.1 As of February 9, 2021, CLEC may no longer order new DS3 Loop UNEs ("**DS3 Loop UNEs**") pursuant to this Agreement in Wire Centers deemed to be competitive in the FCC's BDS proceeding as listed in the "**DS1/DS3 UNE Loop Competitive Wire Center List**" as posted on CLEC Online, provided that any such AT&T list only includes the Wire Centers that the FCC has deemed competitive that are set forth in <https://docs.fcc.gov/public/attachments/DOC-344863A1>. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS3 UNE Loops as of the date specified by the FCC and adhere to any FCC specified transition deadlines.

10.2 Any existing DS3 Loop UNEs ordered on or before February 8, 2021 that can no longer be ordered per Section 10.1, above, are grandfathered and can remain in place until February 8, 2024 (collectively, “**DS3 Loop UNEs-Embedded Base**”). CLEC shall convert the DS3 Loop UNEs-Embedded Base to an alternate arrangement, or disconnect such DS3 Loop UNEs-Embedded Base on or before February 8, 2024.

10.3 To the extent CLEC fails to adhere to the above, at AT&T’s sole discretion, AT&T may take the following actions for any remaining DS3 Loop UNEs-Embedded Base and CLEC will be responsible for all recurring and non-recurring charges:

10.3.1 Convert any remaining DS3 Loop UNEs-Embedded Base to an arrangement available under a separate commercial agreement between the Parties, if no such agreement is executed between the parties, AT&T may take one or more of the following actions:

10.3.1.1 Convert any remaining DS3 Loop UNEs-Embedded Base to an applicable service in an AT&T tariff or guidebook (in which case month-to-month rates, terms and conditions shall apply), or

10.3.1.2 Reprice any remaining DS3 Loop UNEs-Embedded Base by application of a new rate (or by application of a surcharge to an existing rate), or

10.3.1.3 Disconnect any remaining DS3 Loop UNEs-Embedded Base.

10.4 AT&T reserves the right to backbill CLEC for the difference between the DS3 Loop rate and the non-UNE rate that applies under this Section 10 for any new DS3 Loop UNEs inadvertently ordered after February 8, 2021, and any DS3 Loop UNEs-Embedded Base remaining after February 8, 2024.

10.5 AT&T’s election to reprice DS3 Loop UNEs shall not preclude AT&T from later converting the DS3 Loop UNEs to a DS3 arrangement available under a separate AT&T tariff or guidebook service.

11. Discontinuance of Dark Fiber Transport UNEs

11.1 As of February 8, 2021, CLEC may no longer order new Dark Fiber Dedicated Transport UNEs (“**Dark Fiber Transport UNEs**”) pursuant to this Agreement when both wire centers defining the route are either Tier 1, Tier 2, or a Tier 3 wire center identified on the list of wire centers in the August 1, 2019 Public Notice issued by the FCC’s Wireline Competition Bureau in WC Docket 18-141 (DA 19-733) that the FCC has identified as having competitive fiber located within a half mile, available at <https://docs.fcc.gov/public/attachments/DOC-358840A1.pdf>. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering Dark Fiber Transport UNEs on routes out of such additional wire centers (when both wire centers defining the route are either Tier 1, Tier 2, or a Tier 3 wire center that the FCC has identified as having competitive fiber located within a half mile) as of the date specified by the FCC and adhere to any FCC specified transition deadlines.

11.2 Such Dark Fiber Transport UNEs ordered before February 8, 2021 that can no longer be ordered per Section 11.1, above, are grandfathered and remain available until February 8, 2029 (collectively, “**Dark Fiber Transport UNEs-Embedded Base**”). CLEC shall convert the Dark Fiber Transport UNEs-Embedded Base to an alternate arrangement, or disconnect such Dark Fiber Transport UNEs-Embedded Base on or before February 8, 2029. To the extent CLEC fails to adhere to the above, at AT&T’s sole discretion, AT&T may take one or more of the following actions for any remaining Dark Fiber Transport UNEs-Embedded and CLEC will be responsible for all recurring and non-recurring charges:

11.2.1 Convert any remaining Dark Fiber Transport UNEs-Embedded Base to an arrangement available under a separate commercial agreement between the Parties, if no such agreement is executed between the parties, AT&T may take one or more of the following actions:

11.2.1.1 Convert any remaining Dark Fiber Transport UNEs-Embedded Base to applicable service in an AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or

11.2.1.2 Reprice any remaining Dark Fiber Transport UNEs-Embedded Base by application of a new rate (or by application of a surcharge to an existing rate), or

11.2.1.3 Disconnect any remaining Dark Fiber Transport UNEs-Embedded Base.

12. Discontinuance of Subloop UNEs and NID UNEs

12.1 As of February 9, 2021, CLEC may no longer order new UNE Subloops or UNE Network Interface Devices (NIDs) pursuant to this Agreement.

13. To the extent it is commercially reasonable, CLEC will endeavor to provide a forecast of the total number of Discontinued UNEs it plans to migrate to an alternate product or service. CLEC shall work with AT&T to establish mutually agreed to daily order volume parameters and make a reasonable effort to affect a timely and orderly migration by the end of the applicable transition period.

14. The Agreement is hereby amended to reflect the assignment from “Fidelity Connect, LLC” to “Fusion Connect, LLC”.

14.1 AT&T shall reflect the assignment from “Fidelity Connect, LLC” to “Fusion Connect, LLC” only for the main billing account (header card) for each of the Carrier accounts previously billed to Fidelity Connect. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T records with respect to those accounts previously billed to Fidelity Connect, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Fusion affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Fidelity Connect with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.

14.2 Once this Amendment is effective, Fusion shall operate with AT&T under the “Fusion Connect, LLC” name for those Carrier accounts previously billed Fidelity Connect. Such operation shall include, by way of example only, submitting orders under Fusion Connect, LLC and labeling equipment and facilities installed on AT&T premises after the effective date of this amendment with “Fusion Connect, LLC”.

14.3 The Parties agree to continue use what were originally Fidelity Connect’s company codes in the Agreement that have been assigned to Fusion:

14.3.1 ACNA: FIQ

14.3.2 OCN: 475G

15. The Notices Section from the Agreement is replaced with the notices language below.

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	James P. Prenetta Executive Vice President & General Counsel
STREET ADDRESS	210 Interstate North Parkway, Suite 200
CITY, STATE, ZIP CODE	Atlanta, GA 30339
PHONE NUMBER*	212-201-2425
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	James.prenetta@fusionconnect.com
With a copy to:	
NAME/TITLE	Pamela L. Hintz Vice President of Regulatory Compliance
STREET ADDRESS	210 Interstate North Parkway, Suite 200
CITY, STATE, ZIP CODE	Atlanta, GA 30339
PHONE NUMBER*	978-848-2055
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	Pamela.hintz@fusionconnect.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. CLEC may change and/or add to the OCN and/or ACNA information in its CLEC Profiles and in doing so, CLEC shall also update its CLEC Profiles 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 the CLEC Profile changes have been fully implemented.

N.6.2 For a period of not more than one hundred and twenty (120) days after the date of last signature to this Amendment, CLEC may be able to place orders for certain services from AT&T without having properly updated its existing CLEC Profiles. Thereafter, AT&T may at any time at its discretion eliminate such functionality without additional notice. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities may cease until CLEC has updated its CLEC Profile and AT&T

has had time to validate and implement the CLEC Profile changes, usually within thirty (30) days of CLEC notifying AT&T that it had completed such updates.

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.

16. 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.
17. 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.
18. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
19. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
20. 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 counterpart shall together constitute one and the same instrument.
21. The effective date for the rates contained in Exhibit A shall be July 12, 2022. All other provisions in this amendment shall be effective upon filing and is deemed approved by operation of law on the 91st day after filing.

[illegible]

LWT	OH	AT&T LOCAL WHOLESAL E TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB1		\$ 324.10	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESAL E TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB2		\$ 32.41	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESAL E TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB2		\$ 64.82	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESAL E TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB2		\$ 324.10	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESAL E TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB3		\$ 32.41	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESAL E TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB3		\$ 64.82	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESAL E TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB3		\$ 324.10	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESAL E TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVX1		\$ 419.70	NA		
LWT	OH	AT&T LOCAL WHOLESAL E TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVX1		\$ 839.40	NA		
LWT	OH	AT&T LOCAL WHOLESAL E TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11 2025)	UB5++, UK1++	QMVX1		\$ 4,197.00	NA		
LWT	OH	AT&T LOCAL WHOLESAL E TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVX2		\$ 419.70	NA		
LWT	OH	AT&T LOCAL WHOLESAL E TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVX2		\$ 839.40	NA		
LWT	OH	AT&T LOCAL WHOLESAL E TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11 2025)	UB5++, UK1++	QMVX2		\$ 4,197.00	NA		
LWT	OH	AT&T LOCAL WHOLESAL E TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVX3		\$ 419.70	NA		
LWT	OH	AT&T LOCAL WHOLESAL E TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVX3		\$ 839.40	NA		
LWT	OH	AT&T LOCAL WHOLESAL E TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11 2025)	UB5++, UK1++	QMVX3		\$ 4,197.00	NA		
LWT	OH	AT&T LOCAL WHOLESAL E TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CXCDX		\$ 0.60	NA		
LWT	OH	AT&T LOCAL WHOLESAL E TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CXCDX		\$ 1.20	NA		
LWT	OH	AT&T LOCAL WHOLESAL E TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2024 - July 11 2025)	UB5++, EE7MX, UK1++	CXCDX		\$ 6.00	NA		
LWT	OH	AT&T LOCAL WHOLESAL E TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CXCEX		\$ 1.05	NA		
LWT	OH	AT&T LOCAL WHOLESAL E TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CXCEX		\$ 2.10	NA		
LWT	OH	AT&T LOCAL WHOLESAL E TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2024 - July 11 2025)	UB5++, EE7NX, UK3++	CXCEX		\$ 10.50	NA		
LWT	OH	AT&T LOCAL WHOLESAL E TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3X1		\$ 559.27	NA		
LWT	OH	AT&T LOCAL WHOLESAL E TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3X1		\$ 1,118.54	NA		
LWT	OH	AT&T LOCAL WHOLESAL E TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11 2025)	UB5++, UK3++	QM3X1		\$ 5,592.70	NA		
LWT	OH	AT&T LOCAL WHOLESAL E TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3X2		\$ 559.27	NA		
LWT	OH	AT&T LOCAL WHOLESAL E TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3X2		\$ 1,118.54	NA		
LWT	OH	AT&T LOCAL WHOLESAL E TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11 2025)	UB5++, UK3++	QM3X2		\$ 5,592.70	NA		
LWT	OH	AT&T LOCAL WHOLESAL E TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3X3		\$ 559.27	NA		
LWT	OH	AT&T LOCAL WHOLESAL E TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3X3		\$ 1,118.54	NA		
LWT	OH	AT&T LOCAL WHOLESAL E TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11 2025)	UB5++, UK3++	QM3X3		\$ 5,592.70	NA		

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
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X1		\$ 14.79	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X2		\$ 14.79	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X3		\$ 14.79	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX1		\$ 1.64	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX2		\$ 1.64	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX3		\$ 1.64	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W1		\$ 127.75	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W2		\$ 127.75	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W3		\$ 127.75	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB1		\$ 21.61	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB2		\$ 21.61	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB3		\$ 21.61	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX1		\$ 279.80	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX2		\$ 279.80	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX3		\$ 279.80	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX		\$ 0.40	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX		\$ 0.70	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X1		\$ 372.85	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X2		\$ 372.85	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X3		\$ 372.85	NA		

**This foregoing document was electronically filed with the Public Utilities
Commission of Ohio Docketing Information System on**

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in

Case No(s). 23-0161-TP-NAG

Summary: Application in the matter of the application for approval of an
Amendment to an Interconnection Agreement between AT&T Ohio and Fusion
Connect LLC (f/k/a Fidelity Connect, LLC) electronically filed by Sally Briar on
behalf of AT&T Ohio