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December 12, 2022  
Via ECFS Filing

**REDACTED FOR PUBLIC INSPECTION**

Secretary, Federal Communications Commission  
Washington, DC 20554  
Attn: Wireline Competition Bureau

**RE: Request for Confidential Treatment of Filing of First Communications, LLC; *Application of First Communications, LLC for Authorization to Obtain Numbering Resources Pursuant to Section 52.15(g) of the Commission's Rules, WC Docket No. 22-***

Dear Ms. Dortch,

Pursuant to Section §52.15(g)(3)(i) of the Commission's Rules,<sup>1</sup> First Communications, LLC ("First Communications") hereby submits its Application for Authorization to Obtain Numbering Resources.

First Communications respectfully requests that, pursuant to Sections §0.457 and §0.459 of the Commission's Rules,<sup>2</sup> the Commission withhold from public inspection and accord confidential treatment to **Exhibit A** to the application because that document contains sensitive trade secrets and commercial information that falls within Exemption 4 of the Freedom of Information Act ("FOIA").<sup>3</sup> Moreover, First Communications would suffer substantial competitive harm if this information were disclosed.

**Exhibit A** is accordingly marked with the header "SUBJECT TO REQUEST FOR CONFIDENTIAL TREATMENT - NOT FOR PUBLIC INSPECTION."

In support of this request, First Communications hereby states the following:

**1. IDENTIFICATION OF THE SPECIFIC INFORMATION FOR WHICH CONFIDENTIAL TREATMENT IS SOUGHT.**

First Communications seeks confidential treatment of **Exhibit A** to its Application.

**2. DESCRIPTION OF CIRCUMSTANCES GIVING RISE TO THE SUBMISSION.**

First Communications is submitting as **Exhibit A** the agreement between its carrier partner as proof of First Communications' facilities readiness as required by Section 52.15(g)(3)(i)(D) of the Commission's Rules.

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<sup>1</sup> 47 C.F.R. § 52.15(g).

<sup>2</sup> 47 C.F.R. § 0.457 & §0.459.

<sup>3</sup> See 5 U.S.C. § 552(b)(4). Public disclosure is not required for "trade secrets and commercial or financial information obtained from a person and privileged or confidential."

**3. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION IS COMMERCIAL OR FINANCIAL, OR CONTAINS A TRADE SECRET OR IS PRIVILEGED.**

The information for which First Communications seeks confidential treatment contains sensitive commercial information "which would customarily be guarded from competitors". **Exhibit A** describes the agreement between First Communications and its carrier partner and contains proprietary commercial information concerning First Communications' network, customers, and services.

**4. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION CONCERNS A SERVICE THAT IS SUBJECT TO COMPETITION.**

**Exhibit A** contains information relating to commercial matters which can be used by other interconnected VoIP providers to compromise First Communications' position in the highly competitive interconnected VoIP business sector. Detailed operations and commercial information of the type provided by First Communications could compromise First Communications' position in this highly competitive industry. Accordingly, release of this information would result in substantial competitive harm to First Communications.

**5. EXPLANATION OF HOW DISCLOSURE OF THE INFORMATION COULD RESULT IN SUBSTANTIAL COMPETITIVE HARM.**

Competitors could use First Communications' proprietary commercial and operational information to First Communications' detriment as they would gain access to sensitive information concerning First Communications' commercial agreements, as well as information as to how First Communications provides its services. The prices and terms for the provision of such services are a substantial differentiator between competing carriers. Therefore, disclosure of the Carrier Agreement would result in significant competitive harm to First Communications' carrier partner. This information is not normally disclosed to the public.

**6. IDENTIFICATION OF ANY MEASURES TAKEN BY THE SUBMITTING PARTY TO PREVENT UNAUTHORIZED DISCLOSURE.**

First Communications has not distributed the information in **Exhibit A** to the public; First Communications is prohibited by contract from publicly disclosing the Carrier Agreement, except as expressly authorized by the carrier partner.

**7. IDENTIFICATION OF WHETHER THE INFORMATION IS AVAILABLE TO THE PUBLIC AND THE EXTENT OF ANY PREVIOUS DISCLOSURE OF THE INFORMATION TO THIRD PARTIES.**

First Communications does not believe that the Carrier Agreement is available to the public or that the Carrier Agreement has ever been disclosed to third parties absent the protection of a non-disclosure agreement regarding their contents.

**8. JUSTIFICATION OF THE PERIOD DURING WHICH THE SUBMITTING PARTY ASSERTS THAT MATERIAL SHOULD NOT BE AVAILABLE FOR PUBLIC DISCLOSURE.**

First Communications requests that **Exhibit A** be withheld from public disclosure indefinitely. First Communications and its carrier partner intend for the Carrier Agreement to remain in effect indefinitely and therefore any disclosure of the Carrier Agreement or their substance would cause competitive harm to First Communications' carrier partner regarding of the timing of the disclosure.

**9. OTHER INFORMATION THAT FIRST COMMUNICATIONS BELIEVES MAY BE USEFUL IN ASSESSING WHETHER ITS REQUEST FOR CONFIDENTIALITY SHOULD BE GRANTED.**

The information concerns First Communications' proprietary network information, related to current and planned commercial and operational information, and as such, is commercially sensitive.

For the foregoing reasons, First Communications respectfully requests the Carrier Agreement be granted confidential status and withheld from public inspection.

Any questions you may have regarding this filing should be directed to my attention at 407-740-3006 or via email to [croesel@inteserra.com](mailto:croesel@inteserra.com). Thank you for your assistance in this matter.

Sincerely,

/s/ Carey Roesel

Carey Roesel  
Vice President and Consultant

tms: FCCv2200

CR/gS

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

<i>In the Matter of</i>	)	
	)	
First Communications, LLC For	)	
Authorization to Obtain Numbering	)	WC Docket No. 22-_____
Resources Pursuant to Section 52.15(g) of	)	
The Commission's Rules	)	

**APPLICATION OF FIRST COMMUNICATIONS, LLC  
FOR AUTHORIZATION TO OBTAIN NUMBERING RESOURCES**

First Communications, LLC ("First Communications") pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, respectfully requests authorization to obtain numbering as described below.

Under the Commission's *Numbering Order*,<sup>1</sup> an interconnected VoIP provider may obtain numbering resources from the Numbering Administrator upon a showing that it is authorized to provide service in the area for which the numbering resources are requested. Such authorization may be obtained upon an application to the Commission containing the information detailed in Section 52.15.(g)(3)(i)(A)-(G) of the Commission's Rules. First Communications hereby requests the Commission grant it that authorization. In support of this application, First Communications provides the following information:

**I. INFORMATION REQUIRED BY SECTION 52.15(g)(3)(i)**

**A. § 52.15(g)(3)(i)(A)**

Name:	First Communications, LLC
Address:	3340 West Market Street
City:	Akron
State:	Ohio
ZIP Code:	44333
Country:	U.S.A.
Telephone:	800-860-1261
Website:	<a href="https://www.firstcomm.com/">https://www.firstcomm.com/</a>

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<sup>1</sup> *Numbering Policies for Modern Communications*, FCC 15-70 (rel. June 22, 2015).

Contact for Regulatory Requirements:

Name: Sandi Murphy  
Address: 3340 West Market St  
City: Akron  
State: OH  
ZIP Code: 44333  
Country: U.S.A.  
Telephone: 330-835-2664  
E-mail Address: [smurphy@firstcomm.com](mailto:smurphy@firstcomm.com)

Compliance, 911, and Law Enforcement:

Name: Mark Wons  
Address: 1 Tower Lane  
City: Oakbrook Terrace  
State: IL  
ZIP Code: 60181  
Country: U.S.A.  
Telephone: 312-893-0295  
E-mail Address: [mwons@firstcomm.com](mailto:mwons@firstcomm.com)

**B. § 52.15(g)(3)(i)(B)**

First Communications hereby acknowledges that authorization to obtain numbering resources under Section 52.15(g) of the Commission's Rules is subject to compliance with applicable Commission numbering rules as well as to the numbering authority delegated to the states. First Communications hereby also acknowledges that this authorization is subject to compliance with industry guidelines and practices regarding numbering, as applicable to telecommunications carriers. The numbering resources that are the subject of this Application will be used to provide interconnected VoIP services initially in the states of Illinois, Michigan, and Ohio.

**C. § 52.15(g)(3)(i)(C)**

First Communications hereby acknowledges that it must file requests for numbers with the relevant state commission(s) at least 30 days before requesting numbers from the Numbering Administrators.

**D. § 52.15(g)(3)(i)(D)**

First Communications hereby sets forth its capability to provide service within 60 days of the numbering resources activation date.

To demonstrate its facilities' readiness, First Communications will have the following resources available at its disposal: a fully integrated back-office support system with the ability to schedule and process LNP orders from customers and an experienced provisioning department capable of handling bulk number ports with over 28 years LNP experience. First Communications has an agreement in place with a carrier partner to route traffic to the ILECs. First Communications has attached to this application, as ***Exhibit A***, an agreement between First Communications and its carrier partner providing that the carrier partner will host First Communications' numbers on its switches and provide connectivity to the PSTN for inbound calls to First Communications numbers. First Communications has requested confidential treatment under the Commission's rules for ***Exhibit A***. Also attached, as ***Exhibit B***, is evidence of an interconnection agreement between First Communications' carrier partner and the local exchange carriers in the states of Illinois, Michigan, and Ohio.

**E. § 52.15(g)(3)(i)(E)**

First Communications hereby certifies that it complies with its Universal Service Fund contribution obligations under 47 CFR part 54, subpart H, its Telecommunications Relay Service contribution obligations under 47 CFR § 64.604(c)(5)(iii), its North American Numbering Plan and Local Number Portability Administration contribution obligations under 47 CFR §§ 52.17 and 52.32, its obligations to pay regulatory fees under 47 CFR § 1.1154, and its 911 obligations under 47 CFR part 9.

**F. § 52.15(g)(3)(i)(F)**

First Communications certifies that it has the financial, managerial, and technical expertise to provide reliable service. It is financially stable, led by a strong, experienced management team with substantial managerial experience in the telecommunications industry and has sufficient technical expertise and infrastructure in place to provide reliable numbering services. First Communications' key management and technical personnel are listed below. None of the identified personnel are being or have been investigated by the Commission or any law enforcement or regulatory agency for failure to comply with any law, rule, or order.

**Key Personnel:**

Mark Sollenberger - President

Mark Wons - Vice President of Engineering and Operations

Sandi Murphy - General Counsel

**G. § 52.15(g)(3)(i)(G)**

First Communications hereby certifies that no party to this application is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862.

**II. ACKNOWLEDGEMENT OF CONDITIONS IN SECTION 52.15(g)(3)(iv)**

As required by Section 52.15(g)(3)(iv), First Communications will maintain the accuracy of all contact information and certifications in this application and will file a correction with the Commission and each applicable state within 30 days of any changes. First Communications will also furnish accurate regulatory and numbering contact information to each state commission when requesting numbers in that state.

### **III. CONCLUSION**

Pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, First Communications respectfully requests the Commission grant this application for authorization to obtain numbering resources.

Respectfully submitted,

/s/ Carey Roesel  
Carey Roesel - Vice President & Consultant  
Inteserra, Inc.  
(407) 740-3006  
[croesel@inteserra.com](mailto:croesel@inteserra.com)

and

Carolyn Johnson - Network Planning Manager  
First Communications, LLC  
1 Tower Lane  
Suite 2000  
Oakbrook Terrace, IL 60181  
(312) 893-1162  
[cjohnson@firstcomm.com](mailto:cjohnson@firstcomm.com)

December 12, 2022



**Exhibit A**

**AGREEMENT BETWEEN  
FIRST COMMUNICATIONS AND CARRIER PARTNER  
(Confidential exhibit submitted separately)**

**Exhibit B**

**(for each state listed)**

**INTERCONNECTION AGREEMENTS BY AND**  
**BETWEEN CARRIER PARTNER**

**AND**

**ILLINOIS BELL TELEPHONE COMPANY, LLC**  
**D/B/A AT&T ILLINOIS**  
**FOR THE STATE OF ILLINOIS**

**AND**

**MICHIGAN BELL TELEPHONE COMPANY**  
**D/B/A AT&T MICHIGAN**  
**FOR THE STATE OF MICHIGAN**

**AND**

**THE OHIO BELL TELEPHONE COMPANY**  
**D/B/A AT&T OHIO**  
**FOR THE STATE OF OHIO**

**INTERCONNECTION AGREEMENT  
UNDER SECTIONS 251 AND 252  
OF THE  
TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement is being entered into by and between Illinois Bell Telephone Company<sup>1</sup> d/b/a AT&T Illinois ("AT&T Illinois"), and Peerless Network of Illinois, LLC ("CLEC" or "Requesting Carrier"), (each a "Party" and, collectively, the "Parties"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

**RECITALS**

**WHEREAS**, pursuant to Section 252(i) of the Act, CLEC has requested to adopt that certain Interconnection Agreement by and between AT&T Illinois and Globalcom, Inc. for the State of Illinois, which was approved by the Illinois Commerce Commission ("the Commission") under Section 252(e) of the Act on August 8, 2001 in docket number 01-0437, including any Commission approved amendments to such agreement (collectively the "Adopted Agreement"), which is incorporated herein by reference; and

**WHEREAS**, AT&T Illinois has agreed to make available to CLEC the Adopted Agreement for adoption in exchange for CLEC's agreement, in conjunction with its adoption of the Adopted Agreement, to amend such agreement to conform it to governing law; and

**WHEREAS**, the amendment(s) the Parties have agreed to on a negotiated basis to conform the Adopted Agreement to governing law, along with any other voluntarily negotiated provisions which are also set forth in this Interconnection Agreement (collectively "the MFN Agreement"), are all incorporated herein by this reference and are attached hereto and will be submitted to the Commission for approval; and

**NOW, THEREFORE**, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLEC and AT&T Illinois hereby agree as follows:

**1.0 Incorporation of Recitals and Adopted Agreement by Reference**

- 1.1 The foregoing Recitals are hereby incorporated into and made a part of the MFN Agreement.
- 1.2 Except as expressly stated herein, the Adopted Agreement (including any and all applicable Appendices, Schedules, Exhibits, Attachments and Commission-approved Amendments thereto) is incorporated herein by this reference and forms an integral part of the MFN Agreement.

**2.0 Modifications to Adopted Agreement**

- 2.1 References in the Adopted Agreement to "Carrier", or "CLEC," or to "Other" shall for purposes of the MFN Agreement be deemed to refer to CLEC as defined herein.
- 2.2 References in the Adopted Agreement to the "Effective Date," the date of effectiveness thereof and like provisions shall for purposes of the MFN Agreement be deemed to refer to the date which is ten (10) days following Commission approval of the MFN Agreement or, absent Commission approval, the date the MFN Agreement is deemed approved under Section 252(e)(4) of the Act. In addition, the MFN Agreement shall expire on August 19, 2003.
- 2.3 The Notices Section in the Adopted Agreement is hereby revised to reflect that Notices should be sent to CLEC under the MFN Agreement at the following address:

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<sup>1</sup> Illinois Bell Telephone Company (previously referred to as "Illinois Bell" or "SBC Illinois") now operates under the name "AT&T Illinois" pursuant to an assumed name filing with the State of Illinois.

including cooperating with the Disclosing Party to obtain an appropriate order or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

#### **XX.4 Ownership.**

XX.4.1 All Proprietary Information, other than Derivative Information, shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that embody such Proprietary Information shall be, at the option of the Disclosing Party, either promptly returned to Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

XX.4.2 At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Derivative Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

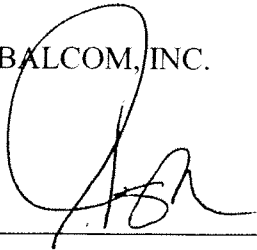
XX.4.3 The Receiving Party may at any time either return the Proprietary Information to the Disclosing Party or destroy such Proprietary Information. If the Receiving Party elects to destroy Proprietary Information, all copies of such information shall be destroyed and upon the written request of the Disclosing Party, the Receiving Party shall provide to the Disclosing Party written certification of such destruction. The destruction or return of Proprietary Information shall not relieve any Receiving Party of its obligation to treat such Proprietary Information in the manner required by this Agreement.

### **ARTICLE XXI TERM AND TERMINATION**

**XXI.1 Term.** The initial term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until and including August 19, 2003 (the **"Initial Term"**). Upon expiration of the Initial Term, this Agreement shall automatically be renewed for additional one (1)-year periods (each, a **"Renewal Term"**; **"Renewal Term"** and **"Initial Term"** sometimes collectively referred to herein as the **"Term"**) unless a Party delivers to the other Party written notice of termination of this Agreement at least one hundred twenty (120) days prior to the expiration of the Initial Term or a Renewal Term.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the \_\_\_\_ day of February 2001.

GLOBALCOM, INC.

By: 

Printed: John T. Shave

Title: Pres / CEO

Date: 2/23/01

\*AMERITECH ILLINOIS

BY SBC TELECOMMUNICATIONS, INC.  
AS AGENT FOR AMERITECH ILLINOIS

By: 

Printed: O. R. Stanley

Title: President - Industry Markets

Date: MAR 01 2001

\* "Since this Agreement is an adoption of an existing approved Interconnection Agreement, The term "Effective Date" throughout the Agreement (excluding the title page and Preamble) shall mean February 28<sup>th</sup> 2001. The change in "Effective Date" within the Agreement is only intended so that the Parties may meet the operation obligations of the Agreement and in no way is intended to extend the Agreement beyond the termination date of the adopted Agreement.

\* "This Agreement is the result of Requesting Carrier's adoption of the terms and conditions of that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated February \_\_\_\_, 2001 by and between Ameritech Illinois and Focal Communications Corporation of Illinois ("the Focal Agreement").

This Agreement does not represent a voluntary or negotiated agreement under Section 252 of the Act but instead merely represents Ameritech's compliance with what Requesting Carrier maintains is its rights under Section 252(i) of the Act.

Filing and performance by Ameritech of this Agreement does not in any way constitute a waiver by Ameritech of its position of the illegality or unreasonableness of any rates, terms, or conditions set forth in this Agreement, nor does it constitute a waiver by Ameritech of any rights and remedies it may have to seek review of this Agreement or the Focal Agreement, or seek review in any way of any provisions included in this Agreement as a result of Requesting Carrier's election under Section 252(i) of the Act. The Parties acknowledge that in no event shall any of the rates, terms, and conditions set forth in this Agreement apply to any products or services purchased by Requesting Carrier prior to the later of (i) the date the Commission approves this Agreement under Section 252(e)(4) of Act, and (ii) absent such Commission approval, the date this Agreement is deemed approved under Section 252(e) of the Act.

Neither Ameritech nor Requesting Carrier's execution of this Agreement and compliance with the terms and conditions of this Agreement shall be construed as or is intended to be a concession or admission by either Party that any provision in this Agreement or the Focal Agreement complies with the rights and duties imposed by the Act, a decision by the FCC or the Commission, a decision of the courts, or other Applicable Law, and both Ameritech and Requesting Carrier specifically reserves their respective full rights to assert and pursue claims arising from or related to this Agreement.

Ameritech further contends that certain provision of this Agreement, including, without limitation, Sections 9.1.2 and 9.2 are inconsistent with Ameritech's rights under the Act as interpreted by the United States Supreme Court in AT&T Corp v. Iowa Utilities Board. 119 S. Ct. 721 (1999). Ameritech reserves its rights, notwithstanding anything to the contrary in this Agreement, to exercise its rights as described in the Footnote of Section 9.2 of this Agreement, and Section 29.3 of this Agreement, and/or to seek appropriate legal and/or equitable relief.

**ICC JUNE 9, 2004 ORDER AMENDMENT  
TO THE INTERCONNECTION AGREEMENT UNDER  
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This ICC June 9, 2004 Order Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Illinois Bell Telephone Company d/b/a SBC Illinois ("SBC Illinois")<sup>1</sup> and Globalcom, Inc. ("CLEC").

**WHEREAS**, SBC Illinois and CLEC are parties to an interconnection agreement that was previously submitted to the Illinois Commerce Commission ("ICC") for approval, and may have been amended prior to this Amendment (the "Agreement");

**WHEREAS**, the ICC issued an order ("Order") in Docket No. 02-0864, on June 9, 2004, approving certain Illinois-specific prices and other requirements pertaining to unbundled network elements ("UNEs") that are included in the Agreement;

**WHEREAS**, provisions of the Agreement require the incorporation into the Agreement of new prices such as those established by the Order; and

**WHEREAS**, based on the foregoing and except as may be otherwise expressly noted, the Parties are entering into this Amendment to incorporate pricing changes into the Agreement, subject to the reservation of rights and other provisions hereof.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows:

**1. INTRODUCTION**

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

**2. AMENDMENT TO THE AGREEMENT**

- 2.1 On and after the Amendment Effective Date (as defined in Section 3 of this Amendment), the Agreement is hereby amended by referencing and incorporating the following:
  - 2.1.1 Solely to conform the Agreement to effectuate certain pricing changes established by the Commission, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).
  - 2.1.2 Subject to Section 2.3, and except to the extent otherwise specified in Attachment A, the new rates and rate structures shall begin to apply on June 25, 2004.
- 2.2 This Amendment is provided as a means by which the Parties, which have an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996, can obtain the rights and obligations under ICC orders. Nothing in this Amendment expands, contracts, or otherwise affects either Party's rights or obligations under the Agreement beyond the express provisions of this Amendment.
- 2.3 Notwithstanding anything to the contrary, including anything in the Agreement or this Amendment (including Section 2.1.2 hereof), in no event shall this Amendment result in the retroactive application of any rate or rate structure contained in Attachment A back to any date earlier than June 25, 2004. This limitation to the

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<sup>1</sup>Illinois Bell Telephone Company (previously referred to as "Illinois Bell") is a wholly-owned subsidiary of Ameritech Corporation that offers telecommunications services, and now operates under the name "SBC Illinois" pursuant to an assumed name filing with the State of Illinois. Ameritech Corporation is a wholly-owned subsidiary of SBC Communications Inc.

retroactive application of rates contained in this Amendment is not intended and shall not be construed in any way to limit either Party to rate application “true-up” provisions contained in the Agreement, any amendment to that Agreement, including that certain Amendment that contains Schedule 9.2.8, or any FCC or ICC Orders including the Final Order in ICC Docket No. 01-0662, as such limitation is strictly limited to those rates specified in Attachment A.

- 2.4 To the extent the underlying Agreement does not contain terms and conditions for UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement.

### 3. AMENDMENT EFFECTIVE DATE

- 3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the ICC under Section 252(e) of the Act or, absent such ICC approval, the date this Amendment is filed under Section 252(e)(4) of the Act (“Amendment Effective Date”); provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.2 and 2.3 of this Amendment. In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the ICC, this Amendment shall be automatically suspended and, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions to replace those rejected and/or modified by the ICC; provided, however, that failure to reach such mutually acceptable new provisions within ten (10) days after such suspension shall permit either party to terminate this Amendment upon five (5) days’ written notice to the other.

### 4. TERM OF AMENDMENT

- 4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. Nothing contained herein modifies or amends Article 28 of the Agreement. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6, as provided in Article 28 of the Agreement. This Amendment does not extend the term of the Agreement.

### 5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

- 5.1 The Parties acknowledge and agree that this Amendment is the result of ICC rate orders and solely addresses pricing. Accordingly, the Parties further acknowledge and agree that no aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively “Law”), if any. The Parties also acknowledge that the entirety of this Amendment and its provisions are non-severable, and are “legitimately related” as that phrase is understood under Section 252(i) of Title 47, United States Code.

### 6. RESERVATIONS OF RIGHTS

- 6.1 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the 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, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC’s Triennial Review Order (rel. Aug. 21, 2003); and the FCC’s Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

- 6.2 This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Order or any other ICC order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any other ICC order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- 6.3 Notwithstanding this Amendment and without limiting Section 6.3, SBC Illinois (and its affiliates) is not waiving its rights, abilities, remedies or arguments with respect to the non-applicability of, and interaction between, the Telecommunications Act of 1996 (including Sections 251 and 252) to the Order or any other ICC order (including the Illinois-specific requirements regarding wholesale subject matters addressed therein). SBC Illinois (and its affiliates) fully reserves its rights to raise and take any position with respect thereto, and to pursue such rights, abilities, remedies and arguments.


## **7. MISCELLANEOUS**

- 7.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 7.2 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.
- 7.3 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.
- 7.4 The Parties acknowledge that in no event shall any provision of this Amendment apply prior to the "Amendment Effective Date"; provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.2 and 2.3 of this Amendment.



IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

Globalcom, Inc.

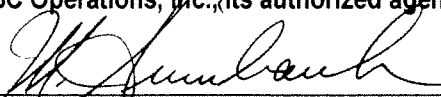
By: 

Printed: M. Gavin McCarty

Title: CLO

Date: 3.8.05

Illinois Bell Telephone Company d/b/a SBC Illinois  
by SBC Operations, Inc., its authorized agent

By: 

Printed: Mike Auinbaur

Title: AVP-Local Interconnection Marketing

Date: 3.11.05

FACILITIES-BASED OCN # 4604

ACNA GBQ

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BETWEEN  
ILLINOIS BELL TELEPHONE COMPANY d/b/a SBC ILLINOIS  
AND  
GLOBALCOM, INC.**

This TRO/TRRO Amendment amends the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a SBC Illinois ("SBC") and Globalcom, Inc. ("CLEC"). SBC and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in SBC's service territory in the State of Illinois.

**WITNESSETH:**

**WHEREAS**, SBC 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 9, 2004 (the "Agreement"); and

**WHEREAS**, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003;

**WHEREAS**, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia Circuit issued a decision affirming in part and vacating in part the TRO, and the affirmed portions of the TRO subsequently have become final and non-appealable;

**WHEREAS**, the FCC released orders on August 9, 2004 and October 18, 2004 in Docket No. 01-338, ("TRO Reconsideration Orders") which subsequently became effective;

**WHEREAS**, the FCC released an order on February 4, 2005 in WC Docket No 04-313 and CC Docket No. 01-338, (the "Triennial Review Remand Order" or "TRO Remand"), which became effective as of March 11, 2005;

**WHEREAS**, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to the effective portions of the TRO, TRO Reconsideration Orders, and TRO Remand as set forth herein;

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

1. The Parties agree that the Agreement should be amended by the addition of the terms and conditions set forth in the TRO/TRO Remand Attachment attached hereto.
2. Conflict between this Amendment and the Agreement. 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 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 Section 2.
3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions.
6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
7. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date").
8. Reservation of Rights. Nothing contained in this Amendment shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any SBC tariff, or Applicable Law. Furthermore, to the extent any terms of this Amendment are imposed by arbitration, a party's act of incorporating those terms into the agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 29th day of December, 2005, by Illinois Bell Telephone Company d/b/a SBC Illinois, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Globalcom, Inc.

By: 

Printed: M. Gavin McCarty

Title: Chief Legal Officer

(Print or Type)

Date: 12.13.2005

Illinois Bell Telephone Company d/b/a SBC Illinois by  
~~AT&T~~ Operations, Inc., its authorized agent

By: 

Printed: Mike Auinbaugh

Title: AVP-Local Interconnection Marketing

Date: DEC 29 2005

FACILITIES-BASED OCN # 4604

ACNA GCG

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
ILLINOIS BELL TELEPHONE COMPANY d/b/a SBC ILLINOIS  
AND  
GLOBALCOM INC.**

**WHEREAS**, effective December 1, 2004, the Illinois Commerce Commission has made changes to the Illinois Administrative Code (the "Code"), Title 83, Chapter I subchapter f, Part 725, Section 725.810 regarding the process for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point ("PSAP") or other governmental authority responsible for collection of such fees and surcharges, and

**NOW, THEREFORE**, the Parties agree that the existing Interconnection Agreement (the "Agreement") by and between Illinois Bell Telephone Company d/b/a SBC Illinois<sup>1</sup> ("SBC Illinois") and Globalcom Inc. ("CLEC") is hereby amended as follows:

- (1) To the extent that the Agreement contains a "9-1-1" or "E9-1-1" section of the Resale Appendix<sup>2</sup> governing CLEC's resale operations, (hereafter, "Reseller CLEC"), the parties agree to add the following terms:
  - (A) Upon the Effective Date of this Amendment, and no later than November 30, 2005, the Parties hereby agree to comply with the changes made by the Illinois Commerce Commission to the Illinois Administrative Code (the "Code"), Title 83, Chapter I, subchapter f, Part 725, Section 725.810, regarding collection and remittance of all applicable 911 fees and surcharges. (B) The Reseller CLEC is responsible for remitting the aforementioned 9-1-1 surcharges or fees regardless of whether such 9-1-1 surcharges or fees are billed and/or collected from the Resale End User, and regardless of whether they are itemized on a per-line basis or simply included as a part of the overall charges assessed to the Resale End User.
  - (B) Beginning on the effective date of this Amendment, and no later than November 30, 2005, SBC Illinois will cease billing the 9-1-1 surcharges to the Reseller CLEC on the monthly Resale Services bill, and SBC Illinois will cease remitting the 9-1-1 surcharges to the applicable municipalities or government agencies on the Reseller CLEC's behalf. SBC Illinois' obligations to route the Resale End User's 9-1-1 calls to the appropriate PSAP, and to administer the 9-1-1 database, where applicable, will remain unchanged by this change in billing processes.
- (2) All other terms and conditions of the Agreement remain unchanged.
- (3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (5) In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including,

<sup>1</sup> Illinois Bell Telephone Company (previously referred to as "Illinois Bell"), is a wholly owned subsidiary of Ameritech Corporation and now operates under the name "SBC Illinois" pursuant to an assumed name filing with the State of Illinois. Ameritech Corporation is a wholly-owned subsidiary of SBC Communications Inc.

<sup>2</sup> Or the 911 section of the standalone Resale Agreement, if a standalone Resale Agreement is in place.

without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290) in WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002) to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001).

- (6) This Amendment shall be filed with and subject to approval by the Illinois Commerce Commission and hereinafter referred to as Effective Date of this Amendment.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 10th day of January, 2006, by SBC Illinois, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Globalcom Inc.

By: 

Name: M. Gavin McCarty  
(Print or Type)

Title: Chief Legal Officer  
(Print or Type)

Date: 12.28.2005

Illinois Bell Telephone Company d/b/a SBC Illinois  
by ~~AT&T~~ Operations, Inc., its authorized agent

By: 

Name: Rebecca L. Sparks  
(Print or Type)

Title: Executive Director-Regulatory

Date: JAN 10 2006

Resale  
~~FACILITIES-BASED~~ OCN # 7085

ACNA GBQ

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS  
AND  
GLOBALCOM, INC.**

The Interconnection Agreement ("the Agreement") by and between Illinois Bell Telephone Company d/b/a AT&T Illinois<sup>1</sup> ("AT&T Illinois") and Globalcom, Inc. ("CLEC") is hereby amended as follows:

1. Revised Price Schedule – Emergency Number Service Access which is attached hereto.
2. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the 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, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al/v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).
5. This Amendment shall be filed with and is subject to approval by the Illinois Commerce Commission and shall become effective ten (10) days following approval by such Commission.


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<sup>1</sup> Illinois Bell Telephone Company (previously referred to as "Illinois Bell" or "SBC Illinois") now operates under the name "AT&T Illinois" pursuant to an assumed name filing with the State of Illinois.



IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 6<sup>th</sup> day of February, 2007, by Illinois Bell Telephone Company d/b/a AT&T Illinois, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

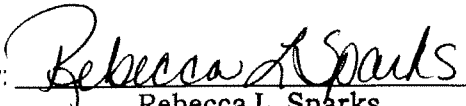
Globalcom, Inc.

By:   
Name: M. Gavin McCarty  
(Print or Type)

Title: Chief Legal Officer  
(Print or Type)

Date: 1/26/07

Illinois Bell Telephone Company d/b/a AT&T Illinois by  
AT&T Operations, Inc., its authorized agent

By:   
Name: Rebecca L. Sparks  
(Print or Type)

Title: Executive Director-Regulatory

Date: 2-6-07

FACILITIES-BASED OCN # 7085

ACNA GBQ

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BETWEEN  
ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS  
AND  
PEERLESS NETWORK OF ILLINOIS, LLC**

This Amendment modifies the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T Illinois<sup>1</sup> ("AT&T") and Peerless Network of Illinois, LLC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Illinois.

**WITNESSETH:**

**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"); and

**WHEREAS**, the Parties amended said Agreement (the "TRO/TRRO Amendment") pursuant to the Illinois Commerce Commission's ("IL-CC's") Order in Case No. 05-0442 regarding implementation of the FCC's Triennial Review Order and Triennial Review Remand Order (the "Illinois Order"); and

**WHEREAS**, on September 21, 2007, the United States District Court for the Northern District of Illinois issued an order reversing, in part, the Illinois Order; and

**WHEREAS**, the Parties desire to amend the Agreement and, more specifically, the TRO/TRRO Amendment, to reflect the Court's decision;

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

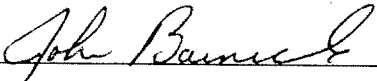
1. The TRO/TRRO Amendment, under the Illinois TRO/TRRO Attachment thereto, is amended as stated below:
  - 1.1 The clause "serving Mass Market Customers" is deleted from the text of Section 0.1.2;
  - 1.2 The clause "serving a Mass Market Customer premises" is deleted from the text of Section 0.1.3;
  - 1.3 The clause " serves a Mass Market Customer and " is deleted from the text of Section 0.1.4; and
  - 1.4 The text of Section 0.1.5 is removed in its entirety and replaced with "Intentionally left blank."
2. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by, the IL-CC and shall become effective ten (10) days following approval by such Commission.

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<sup>1</sup> Illinois Bell Telephone Company (previously referred to as "Illinois Bell" or "SBC Illinois") now operates under the name "AT&T Illinois" pursuant to an assumed name filing with the State of Illinois.

5. Reservation of Rights. 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.

Peerless Network of Illinois, LLC

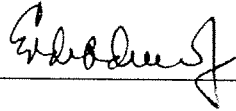
By: 

Printed: JOHN BARNICLE

Title: PRESIDENT & CEO  
(Print or Type)

Date: 3/25/09

Illinois Bell Telephone Company d/b/a AT&T Illinois by  
AT&T Operations, Inc., its authorized agent

By: 

Printed: Eddie A. Reed, Jr.

Title: Director – Interconnection Agreements

Date: 3.31.09

Switch Based OCN # 063E

ACNA: OPF

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS  
AND  
PEERLESS NETWORK OF ILLINOIS, LLC**

Peerless Network of Illinois d/b/a AT&T Illinois<sup>1</sup>, as the Incumbent Local Exchange Carrier in Illinois, (hereafter, "ILEC") and Peerless Network of Illinois, LLC as a Competitive Local Exchange Carrier ("CLEC") in Illinois, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Illinois ("Interconnection Agreement"), hereby execute this Reciprocal Compensation Amendment for ISP-Bound Traffic ("Amendment"). CLEC is also referred to as a "LEC".

**1.0 Scope of Amendment**

- 1.1 ILEC made an offer to all telecommunications carriers in the State of Illinois (the "Offer") to exchange traffic on and after September 1, 2004 pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
- 1.2 The purpose of this Amendment is to include in CARRIER's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-bound Traffic").
- 1.3 This Amendment is intended to supercede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for ISP-bound Traffic. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.

**2.0 Rates, Terms and Conditions of FCC's Interim ISP Terminating Compensation Plan**

- 2.1 ILEC and CARRIER hereby agree that the following rates, terms and conditions shall apply to ISP-bound Traffic exchanged between the Parties on and after the date this Amendment becomes effective pursuant to Section 4.1 of this Amendment.
- 2.2 Compensation Rate Schedule
  - 2.2.1 The rates, terms, conditions in this section apply only to the termination of for ISP-bound Traffic, and ISP-bound Traffic is subject to the rebuttable presumption in Section 2.3.
  - 2.2.2 The Parties agree to compensate each other for the transport and termination for ISP-bound Traffic on a minute of use basis, at \$.0007 per minute of use.
- 2.3 ISP-bound Traffic Rebuttable Presumption
  - 2.3.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, LEC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound traffic exchanged between LEC and ILEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation terms in this Section 2.0. Either Party has the right to

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<sup>1</sup> Illinois Bell Telephone Company (previously referred to as "Illinois Bell" or "SBC Illinois") now operates under the name "AT&T Illinois" pursuant to an assumed name filing with the State of Illinois.

rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, LEC and ILEC will remain obligated to pay reciprocal compensation rates for Section 251(b)(5) Traffic and the rates set forth in Section 2.2.2 for ISP-Bound Traffic. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

### 3.0 Reservation of Rights

- 3.1 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol ("VoIP") and traffic utilizing in whole or part Internet Protocol technology under the Dispute Resolution provisions of this Agreement, including but not limited, to any rights they may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (Rel. April 21, 2004). The Parties acknowledge that there is an on-going disagreement between LECs and ILEC over whether or not, under the law, VoIP traffic or traffic utilizing in whole or part IP technology is subject to reciprocal compensation or switched access charges. The Parties therefore agree that neither one will argue or take the position before any regulatory commission or court that this Amendment constitutes an agreement as to whether or not reciprocal compensation or switched access charges apply to that traffic or a waiver by either Party of their position or their rights as to that issue. The Parties further agree that they each have reserved the right to advocate their respective positions relating to the treatment and compensation for VoIP traffic and traffic utilizing in whole or part Internet Protocol technology before any state commission or the Federal Communications Commission ("FCC") whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, state commission or FCC established rulemaking dockets, or before any judicial or legislative body.

### 4.0 Miscellaneous

- 4.1 This Amendment shall be filed with and is subject to approval by the Illinois Commerce Commission and shall become effective ten (10) days following approval by such Commission.
- 4.2 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.
- 4.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 4.4 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.
- 4.5 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.

Peerless Network of Illinois, LLC

Illinois Bell Telephone Company d/b/a AT&T Illinois by  
AT&T Operations Inc., its authorized agent

Signature: John Barnicle

Signature: Eddie A. Reed, Jr.

Name: JOHN BARNICLE  
(Print or Type)

Name: Eddie A. Reed, Jr.

Title: PRESIDENT & CEO  
(Print or Type)

Title: Director-Interconnection Agreements

Date: 3/25/09

Date: 3.31.09

Switch Based OCN# 063E

ACNA: OPF

## AT&T Wholesale Amendment



**AMENDMENT****BETWEEN**

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A 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

**AND**

PEERLESS NETWORK OF ARKANSAS, LLC; PEERLESS NETWORK OF CALIFORNIA, LLC; PEERLESS NETWORK OF FLORIDA, LLC; PEERLESS NETWORK OF GEORGIA, LLC; PEERLESS NETWORK OF ILLINOIS, LLC; PEERLESS NETWORK OF INDIANA, LLC; PEERLESS NETWORK OF KANSAS, LLC; PEERLESS NETWORK OF KENTUCKY, LLC; PEERLESS NETWORK OF LOUISIANA, LLC; PEERLESS NETWORK OF MICHIGAN, LLC; PEERLESS NETWORK OF MISSOURI, LLC; PEERLESS NETWORK OF NEVADA, LLC; PEERLESS NETWORK OF NORTH CAROLINA, LLC; PEERLESS NETWORK OF OHIO, LLC; PEERLESS NETWORK OF OKLAHOMA, LLC; PEERLESS NETWORK OF SOUTH CAROLINA, LLC; PEERLESS NETWORK OF TENNESSEE, LLC; PEERLESS NETWORK OF TEXAS, LLC; PEERLESS NETWORK OF WISCONSIN, LLC

Signature: eSigned - Scott KellName: eSigned - Scott Kell

(Print or Type)

Title: Executive Vice President of Operations

(Print or Type)

Date: 27 Jun 2016

Peerless Network of Arkansas, LLC; Peerless Network of California, LLC; Peerless Network of Florida, LLC; Peerless Network of Georgia, LLC; Peerless Network of Illinois, LLC; Peerless Network of Indiana, LLC; Peerless Network of Kansas, LLC; Peerless Network of Kentucky, LLC; Peerless Network of Louisiana, LLC; Peerless Network of Michigan, LLC; Peerless Network of Missouri, LLC; Peerless Network of Nevada, LLC; Peerless Network of North Carolina, LLC; Peerless Network of Ohio, LLC; Peerless Network of Oklahoma, LLC; Peerless Network of South Carolina, LLC; Peerless Network of Tennessee, LLC; Peerless Network of Texas, LLC; Peerless Network of Wisconsin, LLC

Signature: eSigned - William A. BockelmanName: eSigned - William A. Bockelman

(Print or Type)

Title: Director

(Print or Type)

Date: 28 Jun 2016

BellSouth Telecommunications, LLC d/b/a 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	CLEC OCN
CALIFORNIA	373F
FLORIDA	902E
GEORGIA	909E
ILLINOIS	063E
INDIANA	279F
KANSAS	018H
KENTUCKY	035H
MICHIGAN	933G
MISSOURI	225F
NEVADA	408F
NORTH CAROLINA	350F
OHIO	284F
OKLAHOMA	384H
SOUTH CAROLINA	098H

TENNESSEE	276F
TEXAS	177F
WISCONSIN	227F

Description	ACNA Code(s)
ACNA(s)	PQK,PKZ,PKH, OPF,PQG,QSK, QKY,QPM,QON, PQP,PQY,PQH, QNO,QSB,PQU, PQX,PQE

## AMENDMENT TO THE AGREEMENT BETWEEN

PEERLESS NETWORK OF ARKANSAS, LLC, PEERLESS NETWORK OF CALIFORNIA, LLC,  
PEERLESS NETWORK OF FLORIDA, LLC, PEERLESS NETWORK OF GEORGIA, LLC, **PEERLESS  
NETWORK OF ILLINOIS, LLC**, PEERLESS NETWORK OF INDIANA LLC, PEERLESS NETWORK OF  
KANSAS, LLC, PEERLESS NETWORK OF KENTUCKY, LLC, PEERLESS NETWORK OF LOUISIANA,  
LLC, **PEERLESS NETWORK OF MICHIGAN, LLC**, PEERLESS NETWORK OF MISSOURI, LLC,  
PEERLESS NETWORK OF NEVADA, LLC, PEERLESS NETWORK OF NORTH CAROLINA, LLC,  
**PEERLESS NETWORK OF OHIO, LLC**, PEERLESS NETWORK OF OKLAHOMA, LLC, PEERLESS  
NETWORK OF SOUTH CAROLINA, LLC, PEERLESS NETWORK OF TENNESSEE, LLC, PEERLESS  
NETWORK OF TEXAS, LLC, PEERLESS NETWORK OF WISCONSIN, LLC

## AND

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A 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 Agreement(s) by and between AT&T and CLEC as shown in the attached Exhibit A.

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

**WHEREAS**, CLEC will be providing interconnection to the PSTN on behalf of one or more interconnected VoIP providers ("IVP") in connection with the 2015 VoIP Number Access Order approved by the FCC in WC Docket No. 13-97; Numbering Policies for Modern Communications. As such, CLEC will be delivering traffic to and receiving traffic from AT&T on behalf of one or more IVPs; and

**WHEREAS**, the Parties wish to amend the Agreement, pursuant to Sections 251 and 252 of the Act, to include certain provisions relating to WC Docket No. 13-97 approved by the FCC; 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"); and

**WHEREAS**, the Parties desire to add rates and provisions related to Transit Traffic Services, modify certain provisions related to Termination of Agreement After Initial Term Expiration and to modify certain provisions related to Customer Information Services.

**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, and Exhibit A, Exhibit B, Exhibit C and Exhibit D Pricing Sheets immediately following, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. "Interconnected VoIP Provider" or "IVP" as used in this Agreement is the entity set forth in the Preamble and that provides interconnected VoIP service as that term is defined in 47 U.S.C. § 9.3 and for the purposes of this Agreement, refers to a specific Interconnected VoIP Provider that is a Party to this Agreement.
3. AT&T and CLEC will interconnect, exchange traffic and maintain compensation for traffic originated by or destined for an IVP as if it were traffic to or from CLEC's end users as provided for in the Agreement.
4. AT&T-21STATE shall route such IVP traffic destined for CLEC's directly connected end office as defined in the LERG, and CLEC shall be responsible, including financially, for any such traffic. AT&T-21STATE shall not be responsible for any misuse of CLEC's codes by IVP in the LERG.
5. By agreeing to exchange traffic pursuant to this Agreement, neither Party waives and each Party expressly reserves its respective advocacy positions regarding the appropriate means of interconnection, traffic exchange and intercarrier compensation for traffic exchanged between the Parties.
6. **Lifeline and Link Up Services**
  - 6.1 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 one hundred and eighty (180) days after Federal Register publication of the Office of Management and Budget's (OMB) approval.
7. **Inter-carrier Compensation**
  - 7.1 The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit D, 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 D hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
8. **Forbearance**
  - 8.1 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.
9. **Transit Traffic Services**
  - 9.1 Add Attachment –Transit Traffic Service, attached hereto, as Exhibit B and rates reflected in the Pricing Sheet(s), attached hereto as Exhibit D to the Agreement. The rates and provisions of Exhibit B and D shall apply to Transit Traffic Service provided in the State of Kentucky.
10. **For the States of Florida, Georgia, North Carolina and Tennessee - Termination of Agreement After Initial Term Expiration**
  - 10.1 Sections 8.4.3 and 8.4.5 of the General Terms and Conditions of the Agreement is hereby amended and restated as follows:
    - 8.4.3 If at any time within one hundred and eighty (180) days or any time thereafter of the expiration of the Term, if either Party serves "Notice of Expiration" or Notice of Termination (if served after Expiration), CLEC shall have ten (10) calendar days to provide AT&T-21STATE written confirmation to the Notice of Expiration indicating if CLEC wishes to pursue a successor agreement with AT&T-21STATE or terminate its Agreement. CLEC shall identify the action to be taken in each of the applicable state(s). If CLEC wishes to pursue a successor agreement with AT&T-21STATE, CLEC shall attach to its written confirmation or Notice of Expiration, a written request to commence negotiations with AT&T-21STATE under Sections 251/252 of the Act and identify each of the state(s) to which the successor agreement

will apply. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations for a successor agreement.

- 8.4.5 Either on or following the expiration date of this Agreement, if the Parties have not entered into a new agreement or are not in Active Negotiations as described in Section 8.4.4 above, the Agreement shall remain in full force and effect on a month to month basis unless both Parties mutually agree to terminate, or either Party provides "Notice of Termination" as provided for in Section 8.4.

#### 11. Customer Information Services (CIS)

- 11.1 With the exception of 11.3 herein, delete all rates, terms and conditions pertaining to Customer Information Services, including but not limited to services related to Operator Services (OS), Directory Assistance (DA), Directory Assistance Listings (DAL), Inward Assistance Operator Services (INW) and White Pages (e.g., Busy Line Verification (BLV), Busy Line Verification/Interrupt (BLV/I), etc.) from the Agreement.
- 11.2 Add Attachment - Operator Services and Directory Assistance (OS/DA), attached hereto as Exhibit C; and the Operator Services and Directory Assistance (OS/DA) rates reflected in the Pricing Sheet, attached hereto as Exhibit D, to the Agreement.
- 11.3 **Add the following provisions to the Attachment or Appendix for Resale**
- CIS.1 For Resale service, AT&T will provide Customer Information Services to CLEC's End Users where technically feasible and/or available to AT&T retail End Users. Dialing, response, and sound quality will be provided in parity to AT&T retail End Users.
- CIS.2 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.
- CIS.3 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T.
- CIS.4 AT&T shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.
- CIS.5 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- CIS.6 If CLEC does not wish to be responsible for payment of charges for calling card, collect, or third number billed calls (Alternately Billed Traffic or "ABT") or toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

12. For the State of Illinois - The Parties agree to replace Section XXIX.10 of ARTICLE XXIX MISCELLANEOUS from the Agreement with the following language:

#### **XXIX.10 Notices**

- XXIX.10.1 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:

XXIX.10.1.1 delivered by electronic mail (email).

XXIX.10.1.2 delivered by facsimile.

XXIX.10.2 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:

XXIX.10.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section XXIX.10.4 below.

XXIX.10.2.2 delivered by facsimile provided CLEC has provided such information in Section XXIX.10.4 below.

XXIX.10.3 Notices will be deemed given as of the earliest of:

XXIX.10.3.1 the date of actual receipt.

XXIX.10.3.2 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.

XXIX.10.3.3 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.

XXIX.10.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Patrick Phipps Director Regulatory Affairs
STREET ADDRESS	222 South Riverside Plaza, Suite 2730
CITY, STATE, ZIP CODE	Chicago, IL 60606
PHONE NUMBER*	(312) 506-0933
FACSIMILE NUMBER	(312) 506-0931
EMAIL ADDRESS	Regulatory@peerlessnetwork.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.

XXIX.10.5 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 XXIX.10. 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.

XXIX.10.6 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.



XXIX.10.7 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.

13. For the State of Wisconsin - The Parties agree to replace Section 17. from the Agreement with the following language:

**17. Notices**

17.1 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:

17.1.1 delivered by electronic mail (email).

17.1.2 delivered by facsimile.

17.2 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:

17.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 17.4 below.

17.2.2 delivered by facsimile provided CLEC has provided such information in Section 17.4 below.

17.3 Notices will be deemed given as of the earliest of:

17.3.1 the date of actual receipt.

17.3.2 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.

17.3.3 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.

17.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Patrick Phipps Director Regulatory Affairs
STREET ADDRESS	222 South Riverside Plaza, Suite 2730
CITY, STATE, ZIP CODE	Chicago, IL 60606
PHONE NUMBER*	(312) 506-0933
FACSIMILE NUMBER	(312) 506-0931
EMAIL ADDRESS	Regulatory@peerlessnetwork.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.

- 17.5 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 17. 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.
- 17.6 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.
- 17.7 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.
14. For the States of Florida, Georgia, Nevada, Ohio and Tennessee - The Parties agree to replace Section 20.0 from the Agreement with the following language:

**20.0. Notices**

- 20.1 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:
- 20.1.1 delivered by electronic mail (email).
- 20.1.2 delivered by facsimile.
- 20.2 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:
- 20.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 20.4 below.
- 20.2.2 delivered by facsimile provided CLEC has provided such information in Section 20.4 below.
- 20.3 Notices will be deemed given as of the earliest of:
- 20.3.1 the date of actual receipt.
- 20.3.2 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.
- 20.3.3 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.
- 20.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Patrick Phipps Director Regulatory Affairs
STREET ADDRESS	222 South Riverside Plaza, Suite 2730
CITY, STATE, ZIP CODE	Chicago, IL 60606
PHONE NUMBER*	(312) 506-0933
FACSIMILE NUMBER	(312) 506-0931

EMAIL ADDRESS	Regulatory@peerlessnetwork.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.

- 20.5 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 20.0. 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.
- 20.6 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.
- 20.7 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.
15. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's 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 counterparts shall together constitute one and the same instrument.
21. For Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, 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 91<sup>st</sup> 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.

**Exhibit A**

<b>AT&amp;T ILEC (“AT&amp;T”)</b>	<b>CLEC Legal Name</b>	<b>Contract Type</b>	<b>Approval Date</b>
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Peerless Network of Arkansas, LLC	Interconnection Agreement	1/23/2014
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Peerless Network of California, LLC	Interconnection Agreement	5/7/2009
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA d/b/a AT&T Southeast	Peerless Network of Florida, LLC	Interconnection Agreement	8/25/2009
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Peerless Network of Georgia, LLC	Interconnection Agreement	7/10/2009
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS d/b/a AT&T Wholesale	Peerless Network of Illinois, LLC	Interconnection Agreement	5/20/2009
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Peerless Network of Indiana, LLC	Interconnection Agreement	7/9/2009
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Peerless Network of Kansas, LLC	Interconnection Agreement	7/16/2013
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY and AT&T Southeast	Peerless Network of Kentucky, LLC	Interconnection Agreement	10/10/2013
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Peerless Network of Louisiana, LLC	Interconnection Agreement	9/9/2015
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Peerless Network of Michigan, LLC	Interconnection Agreement	3/27/2013
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Peerless Network of Missouri, LLC	Interconnection Agreement	10/15/2008

AT&T ILEC (“AT&T”)	CLEC Legal Name	Contract Type	Approval Date
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Peerless Network of Nevada, LLC	Interconnection Agreement	9/29/2009
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Peerless Network of North Carolina, LLC	Interconnection Agreement	7/30/2009
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Peerless Network of Ohio, LLC	Interconnection Agreement	8/17/2009
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Peerless Network of Oklahoma, LLC	Interconnection Agreement	7/10/2014
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Peerless Network of South Carolina, LLC	Interconnection Agreement	6/4/2014
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Peerless Network of Tennessee, LLC	Interconnection Agreement	12/17/2013
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Peerless Network of Texas, LLC	Interconnection Agreement	6/22/2009
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Peerless Network of Wisconsin, LLC	Interconnection Agreement	5/11/2009

## INTERCONNECTION 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, LLC 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

PEERLESS NETWORK OF ALABAMA,LLC, PEERLESS NETWORK OF ARKANSAS,LLC, PEERLESS NETWORK OF CALIFORNIA,LLC, PEERLESS NETWORK OF FLORIDA, LLC, PEERLESS NETWORK OF GEORGIA, LLC, PEERLESS NETWORK OF ILLINOIS,LLC, PEERLESS NETWORK OF INDIANA, LLC, PEERLESS NETWORK OF KANSAS,LLC, PEERLESS NETWORK OF KENTUCKY,LLC, PEERLESS NETWORK OF LOUISIANA,LLC, PEERLESS NETWORK OF MICHIGAN,LLC, PEERLESS NETWORK OF MISSISSIPPI,LLC, PEERLESS NETWORK OF MISSOURI, LLC, PEERLESS NETWORK OF NEVADA, LLC, PEERLESS NETWORK OF NORTH CAROLINA, LLC, PEERLESS NETWORK OF OHIO, LLC, PEERLESS NETWORK OF OKLAHOMA,LLC, PEERLESS NETWORK OF SOUTH CAROLINA, LLC, PEERLESS NETWORK OF TENNESSEE, LLC, PEERLESS NETWORK OF TEXAS, LLC, PEERLESS NETWORK OF WISCONSIN, LLC

Signature: eSigned - John Barnicle

Signature: eSigned - William Bockelman

Name: eSigned - John Barnicle  
(Print or Type)Name: eSigned - William Bockelman  
(Print or Type)Title: President & CEO  
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)

Date: 12 May 2020

Date: 13 May 2020

Peerless Network of Alabama, LLC, Peerless Network of Arkansas, LLC, Peerless Network of California, LLC, Peerless Network of Florida, LLC, Peerless Network of Georgia, LLC, Peerless Network of Illinois, Peerless Network of Indiana, LLC, Peerless Network of KANSAS, LLC, Peerless Network of Kentucky, LLC, Peerless Network of Louisiana, LLC, Peerless Network of Michigan, LLC, Peerless Network of Mississippi, LLC, Peerless Network of Missouri, LLC, Peerless Network of Nevada, LLC, Peerless Network of North Carolina, LLC, Peerless Network of Ohio, LLC, Peerless Network of Oklahoma, LLC, Peerless Network of South Carolina, LLC, Peerless Network of Tennessee, LLC, Peerless Network of Texas, LLC, Peerless Network of Wisconsin, LLC

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, LLC 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



**Exhibit A**

<b>AT&amp;T ILEC (“AT&amp;T”)</b>	<b>CLEC Legal Name</b>	<b>Contract Type</b>	<b>Approval Date</b>
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Peerless Network of Alabama, LLC	Interconnection	6/7/2018
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Peerless Network of Arkansas, LLC	Interconnection	6/8/2018
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Peerless Network of California, LLC	Interconnection	6/9/2018
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Peerless Network of Florida, LLC	Interconnection	6/10/2018
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Peerless Network of Georgia, LLC	Interconnection	6/11/2018
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS (Previously referred to as Illinois Bell Telephone Company d/b/a AT&T ILLINOIS)	Peerless Network of Illinois, LLC	Interconnection	6/12/2018
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Peerless Network of Indiana, LLC	Interconnection	6/13/2018
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Peerless Network of Kansas, LLC.	Interconnection	6/14/2018
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Peerless Network of Kentucky, LLC	Interconnection	6/15/2018
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Peerless Network of Louisiana, LLC	Interconnection	6/16/2018
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Peerless Network of Michigan, LLC.	Interconnection	6/17/2018
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Peerless Network of Mississippi, LLC	Interconnection	6/18/2018

Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Peerless Network of Missouri, LLC	Interconnection	6/19/2018
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Peerless Network of Nevada, LLC	Interconnection	6/20/2018
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Peerless Network of North Carolina, LLC	Interconnection	6/21/2018
The Ohio Bell Telephone Company d/b/a AT&T Ohio	Peerless Network of Ohio, LLC	Interconnection	6/22/2018
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Peerless Network of Oklahoma, LLC	Interconnection	6/23/2018
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Peerless Network of South Carolina, LLC	Interconnection	6/24/2018
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Peerless Network of Tennessee, LLC	Interconnection	6/25/2018
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Peerless Network of Texas, LLC	Interconnection	6/26/2018
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Peerless Network of Wisconsin, LLC	Interconnection	6/27/2018