

**THIRD AMENDMENT TO THE
RESALE AGREEMENT UNDER SECTIONS 251 AND 252
OF THE TELECOMMUNICATIONS ACT OF 1996
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS
AND
CALL ONE INC., f/k/a UNITED COMMUNICATIONS SYSTEMS, INC.**

This Third Amendment to the Resale Agreement Under Sections 251 and 252 of the Telecommunications Act of 1996 (“Third Amendment”) is being entered into by and between Illinois Bell Telephone Company¹ d/b/a AT&T Illinois (“**AT&T ILLINOIS**”) and Call One Inc. f/k/a United Communications, Inc. (“CLEC”).

WHEREAS, AT&T ILLINOIS and CLEC are parties to the Resale Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 that was previously submitted to the Illinois Commerce Commission (“ICC”) for approval, and as amended prior to this Third Amendment (the “Agreement”);

WHEREAS, AT&T ILLINOIS and CLEC have agreed to modify the general terms and conditions of the Agreement as set forth below.

NOW, THEREFORE, in consideration of the premises set forth above and the mutual terms and conditions contained herein, the Parties, intending to be legally bound, hereby 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 Third Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Third Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. NAME CHANGE

The Agreement is hereby amended to reflect the name change from “United Communications Systems, Inc. d/b/a Call One” to “Call One Inc.”.

- 2.1 AT&T Illinois shall reflect that name change from “United Communications Systems, Inc. d/b/a Call One” to “Call One Inc.” only for the main billing account (header card) for each of the accounts previously billed to United Communications Systems, Inc. AT&T Illinois shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T Illinois’ records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Call One Inc. affirms, represents, and warrants that the ACNA and OCN for those accounts shall

¹ 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.

not change from that previously used by United Communications Systems, Inc. with AT&T Illinois for those accounts and the services and items provided and/or billed thereunder or under the Agreement.

3. THIRD AMENDMENT TO THE AGREEMENT. On and after the Third Amendment Effective Date (as defined in Section 4 of this Third Amendment), the Agreement is hereby amended by referencing and incorporating the following:

- 3.1 Section 3.1.22 is repealed in its entirety.
- 3.2 Section 3.1.23.2, as added to the ICA by the Second Amendment, is amended to delete the first sentence of that Section and replace it with the following sentence: “With respect to a CompleteLink 2.0 Offering ordered by CLEC in Illinois during the term of this Agreement, the offering will extend until and including April 19, 2013 with an annual Minimum Revenue Commitment (“MARC”) of \$156,836.”
- 3.3 Effective April 20, 2013, Section 3.1.23, as added to the ICA by the Second Amendment, is repealed in its entirety and replaced as of that date with the following:

3.1.23 CompleteLink 2.0 Win/Winback and Renewal Offerings

- 3.1.23.1 The terms and conditions of this Section 3.1.23 shall apply when CLEC orders (and only with respect to) new agreements for CompleteLink 2.0 services offered pursuant to ILL C.C. No.22, Part 22, Section 23, 2nd Revised Sheet 115 *et seq.*, (the “CompleteLink 2.0 Tariff”) as modified by the terms of the Win/Winback promotion described in Advice No. IW-12-0060 filed with the Illinois Commerce Commission on October 3, 2012 (the “Win/Winback Offering”) and the CompleteLink Renewal promotion described in Advice No. IW-12-0064 filed with the Illinois Commerce Commission on October 3, 2012 (the “Renewal Offering”).
- 3.1.23.2 Except to the extent otherwise specified in this section 3.1.23, CLEC’s purchase of a Win/Winback Offering and/or Renewal Offering pursuant to this Section 3.1.23 shall be fully subject to the rates, terms and conditions of the CompleteLink 2.0 Tariff (including the portions of the retail tariff incorporated by reference therein) and promotional offering Advice Letters referenced in section 3.1.23.1, above.
- 3.1.23.3 CLEC shall be permitted to enter into only one agreement for the Win/Winback Offering and only one agreement for the Renewal Offering. If CLEC wishes to enter into an agreement for one or both of these Offerings, it shall do so prior to April 30, 2013, the expiration of the promotional period for each Offering. Each such agreement shall have a 3-year term.
- 3.1.23.4 CLEC customers eligible for the Renewal Offering shall be those existing business customers served by CLEC under its December 20, 2007 CompleteLink 2.0 agreement at the time of transfer of CLEC’s existing customers’ BTNs to the Renewal Offering, but no later than April 19, 2013. The Parties agree to

cooperate to transition such customers to the Renewal Offering without charge under this section 3.1.23

- 3.1.23.5 No customer eligible for service under an agreement for the Renewal Offering, pursuant to section 3.1.23.4, above, shall be eligible for service under an agreement for the Win/Winback Offering. There shall be no limit on the number of BTNs served under an agreement for the Win/Winback Offering.
- 3.1.23.6 For both the Win/Winback and Renewal Offerings, CLEC will receive a 12% discount on eligible services as defined by the CompleteLink 2.0 Tariff, irrespective of any Maximum Annual Discount (“MAD”) contained in the CompleteLink 2.0 Tariff.
- 3.1.23.7 With respect to the Renewal Offering, CLEC agrees to an annual Minimum Revenue Commitment (“MARC”) of \$156,836 for each year of the three year term of the agreement pursuant to which CLEC purchases that Offering. For the Win/Winback Offering, CLEC agrees to a MARC of \$1,000,000 for each year of the three year term of the agreement pursuant to which CLEC purchases that Offering. All other terms and conditions related to the MARC as set forth (or included in the provisions of the retail tariff incorporated by reference) in the CompleteLink 2.0 Tariff shall apply to the Win/Winback and Renewal Offerings purchased by CLEC pursuant to this section 3.1.23, including, but not limited to, terms governing (i) the revenues that shall be counted towards the achievement of the MARC and (i) the consequences of a failure to achieve the MARC in a particular year. For the avoidance of doubt, each of CLEC’s Win/Winback and Renewal Offerings shall have its own MARC and eligible revenues (as defined per the tariff) from each offering across all states which shall be counted towards the achievement of that offering’s MARC. Revenues from any other active CompleteLink 2.0 contract, of any type, shall not be eligible toward the achievement of the CompleteLink 2.0 Win/Winback and Renewal Offerings’ MARC per section 3.1.23.3
- 3.1.23.8 For both the Win/Winback and Renewal Offerings, CLEC shall pay **AT&T ILLINOIS** for the term of CLEC’s agreement for each Offering \$0.0051/minute for Band A traffic and \$0.0145/minute for Bands B and C traffic without any additional discount on these usage rates, including without limitation, either via the “standard” resale discount or any other discount offered via promotional programs.
- 3.1.23.9 Bands A, B and C traffic will be billed per minute in initial increments of eighteen (18) seconds and additional increments of six (6) seconds or fraction thereof.
- 3.1.23.10 During the term of CLEC’s Win/Winback offering term commitment, CLEC may add and subtract business customers and locations within **AT&T ILLINOIS**’ operating territory without

limitation on the number of locations of such customers; provided, however, that (i) this provision shall not be interpreted to invalidate any requirement in this Agreement or in the applicable tariff concerning a customer's eligibility for the service at issue; and (ii) no CLEC end user customer may be on multiple CompleteLink offerings (i.e., no CLEC end user customer may be on more than one CompleteLink Offering, no CLEC end user customer may be on more than one CompleteLink 2.0 Offering, no CLEC end user customer may be on both a CompleteLink Offering and a CompleteLink 2.0 Offering, and no CLEC end user customer on either of these offerings may participate in any other CompleteLink product or service offered by **AT&T ILLINOIS**). Added customers shall contribute to the MARC and other aspects of an offering, and be eligible for the rates and discounts specified in this Section 3.1.23, on a prospective basis only beginning as of the date the orders for such customers are processed by **AT&T ILLINOIS**.

3.1.23.11 To qualify for service under this Section 3.1.23, throughout the Term of this Agreement CLEC must be current and remain current in its payment obligations to **AT&T ILLINOIS** on charges that are not subject to a good-faith dispute initiated and pursued consistent with the terms of this Agreement.

3.1.23.12 The terms and conditions of this Section 3.1.23 shall be incorporated by reference into any agreement between CLEC and **AT&T ILLINOIS** which confirms or acknowledges CLEC's purchase of the Win/Winback Offering and/or Renewal Offering.

3.1.23.13 Nothing in this Section 3.1.23 shall affect any other Resale Service. Except as provided in this Section 3.1.23, all other terms and conditions of any applicable Resale Tariff (including the CompleteLink 2.0 Tariff and retail tariff provisions incorporated by reference therein), Advice Letters, Resale Notification and service agreement/service order confirmation shall apply to **AT&T ILLINOIS'** provision of CompleteLink 2.0 services to CLEC; provided, however, that in the event of any conflict or inconsistency between the terms and conditions of this Section 3.1.23 and the terms and conditions of any applicable Resale Tariff, Advice Letters, Resale Notification or service agreement/service order confirmation, the Parties agree that the terms and conditions of this Section 3.1.23 shall control.

3.4 New sections 3.1.24.1.1 and 3.1.24.1.2 shall be added as follows:

3.1.24.1.1 Beginning on the Third Amendment Effective Date, **AT&T Illinois** shall make available to CLEC an unlimited local usage term plan applicable to 36 and 60 month term ISDN Prime Services subject to a monthly charge of \$57.24. This section 3.1.24.1.1 applies prospectively from the Third Amendment Effective Date and does not affect CLEC's responsibility to pay usage charges billed or accrued on ISDN Prime Services prior to

the Third Amendment Effective Date. CLEC shall also be entitled to add the usage term plan described in this Section 3.1.24.1.1 to existing ISDN Prime Services for the remaining term of those agreements.

3.1.24.1.2 CALL ONE agrees to use **AT&T ILLINOIS'** required M&P for ordering ISDN, DS1, and unlimited local usage 36 or 60 month Term Services in order to obtain billing for those services at the Third Amendment Rates. **AT&T ILLINOIS** shall give CLEC forty five (45) days' prior written notice of any changes to the ordering M&P for ordering ISDN, DS1, and unlimited local usage 36 or 60 month Term Services. The notice shall specify the changes to be made and the effective date for those changes. CLEC agrees to implement the M&P changes by the effective date.

3.5 Section 11.1.6 is amended to reflect that notices to CLEC will be sent to:

Craig Foster, CEO
123 North Wacker, Suite 700 (After March 31, 2013, to 225 W. Wacker, 8th Floor)
Chicago, IL 60606
Telecopier No. (312) 382-1147,

With an additional copy to:

Chris Surdenik, President
123 North Wacker, Suite 700 (After March 31, 2013, to 225 W. Wacker, 8th Floor)
Chicago, IL 60606
Telecopier No. (312) 382-1147

3.6 The Term of this Agreement shall be extended upon the Third Amendment Effective Date and shall expire three (3) years following the Third Amendment Effective Date, as defined in section 3.1 of the Third Amendment. Absent the receipt by one Party of written notice from the other Party within 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4 of the Agreement. Nothing in this provision shall require **AT&T ILLINOIS** to extend the terms of the CompleteLink 2.0 Renewal and Win/Winback offers beyond the 36 month terms.

3.7 The Third Amendment shall apply on a prospective basis only, and no rights or obligations contained in the Third Amendment shall in any respect be deemed to apply retroactively.

4. **THIRD AMENDMENT EFFECTIVE DATE**

4.1 The effective date of this Third Amendment shall be immediate upon approval of this Third Amendment by the ICC under Section 252(e) of the Act or, absent such ICC approval, the date this Third Amendment is deemed approved under Section 252(e)(4) of the Act ("Third Amendment Effective Date"). In the event that all or any portion of this Third Amendment as agreed-to and submitted is rejected and/or modified by the ICC, this Third 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 Third Amendment upon five (5) days' written notice to the other.

5. RESERVATION OF RIGHTS

5.1 In entering into this Third 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 Third Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

6. MISCELLANEOUS

6.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

6.2 This Third 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.

6.3 This Third Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

6.4 This Third Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Third 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.

Call One Inc.

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

Signature:



Signature:



Name:

Craig Foster
(Print or Type)

Name:

Patrick Doherty
(Print or Type)

Title:

CEO
(Print or Type)

Title:

Director - Regulatory
(Print or Type)

Date:

February 20, 2013

Date:

2-21-13

State	Resale OCN
ILLINOIS	7834

Description	ACNA Code(s)
ACNA(s)	UCS