

AMENDMENT

BETWEEN

ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS

AND

MCIMETRO ACCESS TRANSMISSION SERVICES LLC



Signature: eSigned - Daniel J. Higgins II

Signature: eSigned - Kristen E. Shore

Name: eSigned - Daniel J. Higgins II
(Print or Type)

Name: eSigned - Kristen E. Shore
(Print or Type)

Title: AVP, Verizon Partner Solution
(Print or Type)

Title: Executive Director-Regulatory
(Print or Type)

Date: 07 Oct 2015

Date: 14 Oct 2015

MCImetro Access Transmission Services LLC

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

	<u>Resale OCN</u>	<u>ULEC OCN</u>	<u>CLEC OCN</u>
ILLINOIS			7149
ACNA - ICF			

	<u>Resale OCN</u>	<u>ULEC OCN</u>	<u>CLEC OCN</u>
ILLINOIS	7108		7228
ACNA - MFZ			

	<u>Resale OCN</u>	<u>ULEC OCN</u>	<u>CLEC OCN</u>
ILLINOIS			2655
ACNA - AKJ			

	<u>Resale OCN</u>	<u>ULEC OCN</u>	<u>CLEC OCN</u>
ILLINOIS	7287	7229	7229
ACNA - WUA			

MCIm may add OCNs and/or ACNAs to, and/or delete OCNs and/or ACNAs from, the above list of OCNs and ACNAs with the written consent of AT&T, which consent shall not be unreasonably withheld, conditioned or delayed.

**AMENDMENT TO THE AGREEMENT
BETWEEN
MCIMETRO ACCESS TRANSMISSION SERVICES LLC
AND
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T ILLINOIS ("AT&T ILLINOIS") and MCImetro Access Transmission Services LLC ("CLEC"). AT&T ILLINOIS and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T ILLINOIS and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved November 4, 2010 and as subsequently amended (the "Agreement"); and

WHEREAS, pursuant to the Report and Order and Further Notice of Proposed Rulemaking 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) ("the Order"), the Parties desire to amend the Agreement to implement the terms of the Order.

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

1. This Amendment is composed of the foregoing recitals, the terms and conditions, set forth below; all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.

1.1 The Parties hereby implement the intercarrier compensation rate schedules attached hereto as Exhibit 1 for the termination of all Section 251(b)(5) Traffic exchanged between the parties in the applicable state(s). The rates included in Exhibit 1 hereby supersede the existing rate elements included in the underlying Agreement for purposes of reciprocal compensation.

2. The Parties agree to replace Section 19 from the Agreement with the following language:

19. Notices

19.1 Notices given by CLEC to AT&T ILLINOIS 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:

19.1.1 delivered by electronic mail (email);

19.1.2 delivered by facsimile.

19.2 Notices given by AT&T ILLINOIS 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:

19.2.1 delivered by express delivery service with next Business Day delivery;

19.2.2 delivered by first class, certified or registered U.S. mail, postage prepaid.

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

19.3.1 the date of actual receipt;

19.3.2 where the notice is sent via express delivery service for next Business Day delivery, the next Business Day after the notice is sent;

19.3.3 where the notice is sent via First Class U.S. Mail, three (3) Business Days after mailing;

19.3.4 where notice is sent via certified or registered U.S. mail, the date of receipt shown on the U.S. Postal Service receipt.

19.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Daniel J. Higgins II AVP, Verizon Partner Solution
STREET ADDRESS	1 Verizon Way VC22E009
CITY, STATE, ZIP CODE	Basking Ridge, NJ 07920
PHONE NUMBER*	908-559-1770
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	daniel.higgins@verizon.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.

- 19.5 Either Party may unilaterally change its designated contact name, address, email address (if applicable), and/or facsimile number (if applicable) for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 19.0. Unless explicitly stated otherwise, any change to the designated contact name, address, email address (if applicable), and/or facsimile number (if applicable) will replace such information currently on file. Any Notice to change the designated contact name, address, email address (if applicable), and/or facsimile number (if applicable) for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- 19.6 In addition, CLEC agrees that it is responsible for providing AT&T ILLINOIS with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T ILLINOIS to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 19.0 notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.
- 19.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.
- 19.6.2 CLEC may be able to place orders for certain services in AT&T ILLINOIS without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.
- 19.7 AT&T ILLINOIS 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.
3. 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.

4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	IL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective through 6/30/17)	OHU	USG15		0.0007			MOU
2MR-AT	IL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective 7/01/17)	OHU	USG15		\$0.00			MOU