



**Richard T. Howell**  
Area Manager-Regulatory Relations

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December 11, 2019

Adam J. Teitzman  
Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

**DOCKET NO. 20190217-TP**

**FILED 12/11/2019**  
**DOCUMENT NO. 11287-2019**  
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Re: Approval of Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida d/b/a AT&T Southeast and Metropolitan Telecommunications of Florida, Inc. d/b/a MetTel ("CLEC")

Ms. Stauffer:

Attached for filing and approval is an Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida d/b/a AT&T Southeast and CLEC. The underlying agreement was filed on October 10, 2005 in Docket Number 20050778-TP.

Please contact me if you have any questions regarding this filing.

Sincerely,

A handwritten signature in black ink, reading "Richard T. Howell", is located below the "Sincerely," text.

Richard T. Howell  
Area Manager-Regulatory Relations

Attachment

**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**

**METROPOLITAN TELECOMMUNICATIONS OF ALABAMA, INC., METROPOLITAN TELECOMMUNICATIONS OF ARKANSAS, INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF CALIFORNIA, INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF FLORIDA, INC. D/B/A METTEL, METROPOLITAN**



TELECOMMUNICATIONS OF GEORGIA, INC. D/B/A METTEL,  
METROPOLITAN TELECOMMUNICATIONS OF ILLINOIS, INC. D/B/A  
METTEL , METROPOLITAN TELECOMMUNICATIONS OF INDIANA, INC.,  
METROPOLITAN TELECOMMUNICATIONS OF KANSAS, INC. D/B/A  
METTEL, METROPOLITAN TELECOMMUNICATIONS OF KENTUCKY,  
INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF  
LOUISIANA, INC. D/B/A METTEL, METROPOLITAN  
TELECOMMUNICATIONS OF MICHIGAN, INC., D/B/A METTEL,  
METROPOLITAN TELECOMMUNICATIONS OF MISSISSIPPI, INC.,  
METROPOLITAN TELECOMMUNICATIONS OF MISSOURI, INC.,  
METROPOLITAN TELECOMMUNICATIONS OF NEVADA, INC. D/B/A  
METTEL, METROPOLITAN TELECOMMUNICATIONS OF NORTH  
CAROLINA, INC., METROPOLITAN TELECOMMUNICATIONS OF OHIO,  
INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF  
OKLAHOMA, INC. D/B/A METTEL, METROPOLITAN  
TELECOMMUNICATIONS OF SOUTH CAROLINA, INC., METROPOLITAN  
TELECOMMUNICATIONS OF TENNESSEE, INC. D/B/A METTEL,  
METROPOLITAN TELECOMMUNICATIONS OF TEXAS, INC. D/B/A  
METTEL, METROPOLITAN TELECOMMUNICATIONS OF WISCONSIN,  
INC. D/B/A METTEL

Signature: eSigned - Andoni Economou

Signature: eSigned - William Bockelman

Name: eSigned - Andoni Economou  
 (Print or Type)

Name: eSigned - William Bockelman  
 (Print or Type)

Title: COO/EVP  
 (Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS  
 (Print or Type)

Date: 24 Oct 2019

Date: 24 Oct 2019

Metropolitan Telecommunications of Alabama, Inc., Metropolitan Telecommunications of Arkansas, Inc. d/b/a MetTel, Metropolitan Telecommunications of California, Inc. d/b/a MetTel, Metropolitan Telecommunications of Florida, Inc. d/b/a MetTel, Metropolitan Telecommunications of Georgia, Inc. d/b/a MetTel, Metropolitan Telecommunications of Illinois, Inc. d/b/a MetTel, Metropolitan Telecommunications of Indiana, Inc., Metropolitan Telecommunications of Kansas, Inc. d/b/a MetTel, Metropolitan Telecommunications of Kentucky, Inc. d/b/a MetTel, Metropolitan Telecommunications of Louisiana, Inc. d/b/a MetTel, Metropolitan Telecommunications of Michigan, Inc., d/b/a MetTel, Metropolitan Telecommunications of Mississippi, Inc., Metropolitan Telecommunications of Missouri, Inc., Metropolitan Telecommunications of Nevada, Inc. d/b/a MetTel, Metropolitan Telecommunications of North Carolina, Inc., Metropolitan Telecommunications of Ohio, Inc. d/b/a MetTel, Metropolitan Telecommunications of Oklahoma, Inc. d/b/a MetTel, Metropolitan Telecommunications of South Carolina, Inc., Metropolitan Telecommunications of Tennessee, Inc. d/b/a MetTel, Metropolitan Telecommunications of Texas, Inc. d/b/a MetTel, Metropolitan Telecommunications of Wisconsin, Inc. d/b/a MetTel

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

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	2372	679D	- - -
ARKANSAS	2372	631A	- - -

CALIFORNIA	2372	180A	---
FLORIDA	2372	0240	---
GEORGIA	2372	613A	---
ILLINOIS	2372	183A	183A
INDIANA	2372	184A	---
KANSAS	2372	185A	---
KENTUCKY	2372	529D	---
LOUISIANA	2372	865D	---
MICHIGAN	2372	180C	---
MISSISSIPPI	2372	778D	---
MISSOURI	2372	553D	---
NEVADA	2372	187A	---
NORTH CAROLINA	2372	116A	---
OHIO	2372	181C	---
OKLAHOMA	2372	189A	---
SOUTH CAROLINA	2372	117A	---
TENNESSEE	2372	936D	---
TEXAS	2372	0241	---
WISCONSIN	2372	193A	---

Description	ACNA Code(s)
ACNA(s)	MTV

**AMENDMENT TO THE AGREEMENT  
BETWEEN**

**METROPOLITAN TELECOMMUNICATIONS OF ALABAMA, INC., METROPOLITAN TELECOMMUNICATIONS OF ARKANSAS, INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF CALIFORNIA, INC., METROPOLITAN TELECOMMUNICATIONS OF FLORIDA, INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF GEORGIA, INC., METROPOLITAN TELECOMMUNICATIONS OF ILLINOIS, INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF INDIANA, INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF KANSAS, INC., METROPOLITAN TELECOMMUNICATIONS OF KENTUCKY, INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF LOUISIANA, INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF MICHIGAN, INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF MISSISSIPPI, INC., METROPOLITAN TELECOMMUNICATIONS OF MISSOURI, INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF NEVADA, INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF NORTH CAROLINA, INC., METROPOLITAN TELECOMMUNICATIONS OF OHIO, INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF OKLAHOMA, INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF SOUTH CAROLINA, INC., METROPOLITAN TELECOMMUNICATIONS OF TENNESSEE, INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF TEXAS, INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF WISCONSIN, INC. D/B/A METTEL (COLLECTIVELY "CLEC")**

**AND**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, 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 (COLLECTIVELY "AT&T")**

A. This amendment ("Amendment") revises the Agreements 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**, AT&T and CLEC are Parties to Interconnection Agreements under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved and as subsequently amended ("Agreements"); and

**WHEREAS**, the Parties desire to modify certain provisions related to Operations Support Systems (OSS) and/or Data Connection Security Requirements, General Terms and Conditions; and

**WHEREAS**, CLEC has changed its name and wishes to reflect that name change as set forth herein; and

**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, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.

2. The Agreement is hereby amended to reflect the name change from “CLEC’s Previous Legal Name” to “CLEC’s New Legal Name” as identified in the attached Exhibit A.
3. AT&T shall reflect that name change from “CLEC’s Previous Legal Name” to “CLEC’s New Legal Name” only for the main billing account (header card) for each of the accounts previously billed to CLEC. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T’s 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, CLEC affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by CLEC with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
4. Once this Amendment is effective, CLEC shall operate with AT&T under “CLEC’s New Legal Name” name for those accounts. Such operation shall include, by way of example only, submitting orders under CLEC’s New Legal Name, and labeling (including re-labeling) equipment and facilities with CLEC’s New Legal Name. Any change in CLEC’s name including a change in the “d/b/a”, or due to assignment or transfer of this Agreement wherein only CLEC’s name is changing, and no CLEC Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a CLEC Name Change under this Section. For any CLEC Name Change, CLEC is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. CLEC must submit the appropriate service request to AT&T to update CLEC’s name on all applicable billing accounts (BANs), and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should CLEC desire to change its name on individual circuits and/or End User records, CLEC must submit the appropriate service request(s) to AT&T to update CLEC’s name on individual circuits and/or End User records, and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
5. For the States of Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin, the Parties agree to replace Section 9.1 from Appendix OSS – Resale & UNE with the following language:

**9.0 Data Connection Security Requirements**

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

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

6. For the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, the Parties agree to add a new Section 2.1.2 and 2.1.2.1 to Attachment 6 Pre-Ordering, Ordering, provisioning, Maintenance and Repair:

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

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

7. For the States of Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin, the Parties agree to replace Section 17 of the General Terms and Conditions 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:

N.1.1 delivered by electronic mail (email).

N.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:

N.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 17.4 below.

N.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:

N.3.1 the date of actual receipt.

N.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.

N.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

17.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Legal Department
STREET ADDRESS	101 Crawford's Corner Road, Suite 4-311
CITY, STATE, ZIP CODE	Holmdel, NJ 07733
PHONE NUMBER*	(212) 359-5037
FACSIMILE NUMBER	(212) 701-8477
EMAIL ADDRESS	legal@mettel.net

	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 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. 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 to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 17. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

N.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.

N.6.2 CLEC may be able to place orders for certain services in AT&T 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.

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.

8. For the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, the Parties agree to replace Section 19 of the General Terms and Conditions with the following language:

**19. Notices**

19.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

N.1.1 delivered by electronic mail (email).

N.1.2 delivered by facsimile.

19.2 Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

N.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 19.4 below.

N.2.2 delivered by facsimile provided CLEC has provided such information in Section 19.4 below.

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

N.3.1 the date of actual receipt.

N.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.

N.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

19.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Legal Department
STREET ADDRESS	101 Crawfords Corner Road, Suite 4-311
CITY, STATE, ZIP CODE	Holmdel, NJ 07733
PHONE NUMBER*	(212) 359-5037
FACSIMILE NUMBER	(212) 701-8477
EMAIL ADDRESS	legal@mettel.net

	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, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 19. 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.

19.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. 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 to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 19. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

N.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.

N.6.2 CLEC may be able to place orders for certain services in AT&T 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 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.

9. For the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, the Parties agree to add the following language as Section 31.0 to the General Terms & Conditions of the Agreement:

## 31 Fraud and Prohibited Traffic

### 31.1 Fraud

- 31.1.1 AT&T SOUTHEAST REGION 9-STATE shall not be liable to CLEC for any fraud associated with CLEC's End User account, including 1+ IntraLATA toll calls, ported numbers, and ABT.
- 31.1.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABT, and ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- 31.1.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 31.1.2 above will include providing to the other Party, upon request, information concerning End Users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.
- 31.1.4 AT&T SOUTHEAST REGION 9-STATE will use a Fraud Monitoring System to determine suspected occurrences of ABT-related fraud and will provide notification messages to CLEC on suspected occurrences of ABT-related fraud on CLEC accounts stored in the applicable LIDB.
- 31.1.5 CLEC understands that Fraud Monitoring System alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a Fraud Monitoring System alert.
- 31.1.6 The Parties will provide contact names and numbers to each other for the exchange of Fraud Monitoring System alert notification.

### 31.2 Prohibited Traffic

- 31.2.1 The services provided under this Agreement shall not be used for any Prohibited Traffic as defined below ("Prohibited Traffic"). Prohibited Traffic is that traffic which reasonably appears to be in violation of applicable laws, rules or regulations. Prohibited Traffic includes, but is not limited to:
  - 31.2.1.1 Traffic that violates, or facilitates a violation of, applicable law, or that furthers an illegal purpose;
  - 31.2.1.2 Traffic that unreasonably harms, harasses, or abuses; and
  - 31.2.1.3 Traffic that unreasonably interferes with the use of the AT&T SOUTHEAST REGION 9-STATE's network.
- 31.2.2 Other Evidence of Prohibited Traffic includes, but is not limited to, the following:
  - 31.2.2.1 Predictive dialing of telephone numbers at the NPA or NNX level;
  - 31.2.2.2 Initiating a call, communication or transmission as a result of a party receiving a telemarketing or telephone solicitation responding to a prompt, and signaling the calling party number (CPN) of the called party, unless the called party had an existing business relationship with the telemarketer or telephone solicitor;
  - 31.2.2.3 Passing a telephone number not associated with the calling party as a means to obtain name and number information for the improperly passed telephone number;
  - 31.2.2.4 Causing any caller identification service to transmit misleading or inaccurate caller identification information, with the intent to defraud, cause harm, or wrongfully obtain anything of value;

- 31.2.2.5 Placing calls for the primary purpose of generating queries to capture the caller ID Name (CNAM) associated with a telephone number;
  - 31.2.2.6 Telemarketing or telephone solicitations to a party that is on a state or federal “Do Not Call” list, unless the called party has an existing business relationship with the telemarketer or telephone solicitor;
  - 31.2.2.7 Denial of Service attacks; and
  - 31.2.2.8 Artificial traffic stimulation, revenue pumping, regulatory arbitrage.
- 31.2.3 If AT&T SOUTHEAST REGION 9-STATE reasonably believes that CLEC is transmitting any of the preceding types of traffic using any service provided under this Agreement, AT&T SOUTHEAST REGION 9-STATE may block the illegal traffic or discontinue the affected service and will provide written notice of such discontinuance as soon as reasonably practicable. In the event of such blocking or discontinuance, CLEC must indemnify AT&T SOUTHEAST REGION 9-STATE against any third party claim, loss or damage arising from the suspension or discontinuance of the affected service, except for any claim, loss or damage caused by AT&T SOUTHEAST REGION 9-STATE's gross negligence or willful misconduct.
- 31.2.4 CLEC agrees that when it sends traffic to AT&T SOUTHEAST REGION 9-STATE, if it receives a request for information about traffic which is reasonably believed to be prohibited traffic that was sent to AT&T SOUTHEAST REGION 9-STATE (Traceback Request) from a traceback administrator authorized by USTelecom's Traceback Group (or its successor) (“Authorized Traceback Group”) or from AT&T SOUTHEAST REGION 9-STATE, CLEC will promptly respond to the Traceback Request in good faith. CLEC agrees that its response shall indicate if it is in the call path as the Originating Provider of the calls (i.e., CLEC received the calls from CLEC's end user) or (ii) an intermediate Provider (i.e., CLEC received the calls from another voice provider). The response shall also identify the provider from which it accepted the traffic or the end user that originated the call, as applicable. CLEC agrees to provide this information to an Authorized Traceback Group without requiring a subpoena or other formal demand or request.
10. For the States of Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin, the Parties agree to replace Section 6 in the General Terms & Conditions of the Agreement with the following language:

## **6. END USER FRAUD AND PROHIBITED TRAFFIC**

### **6.1 Fraud**

- 6.1.1 AT&T-12STATE shall not be liable to CLEC for any fraud associated with CLEC's End User account, including 1+ IntraLATA toll calls, ported numbers, and ABT.
- 6.1.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABT, and ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- 6.1.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 6.1.2 above will include providing to the other Party, upon request, information concerning End Users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.
- 6.1.4 AT&T-12STATE will use a Fraud Monitoring System to determine suspected occurrences of ABT-related fraud and will provide notification messages to CLEC on suspected occurrences of ABT-related fraud on CLEC accounts stored in the applicable LIDB.
- 6.1.5 CLEC understands that Fraud Monitoring System alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to

determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a Fraud Monitoring System alert.

- 6.1.6 The Parties will provide contact names and numbers to each other for the exchange of Fraud Monitoring System alert notification.

## 6.2 Prohibited Traffic

- 6.2.1 The services provided under this Agreement shall not be used for any Prohibited Traffic as defined below ("Prohibited Traffic"). Prohibited Traffic is that traffic which reasonably appears to be in violation of applicable laws, rules or regulations. Prohibited Traffic includes, but is not limited to:

- 6.2.1.1 Traffic that violates, or facilitates a violation of, applicable law, or that furthers an illegal purpose;
- 6.2.1.2 Traffic that unreasonably harms, harasses, or abuses; and
- 6.2.1.3 Traffic that unreasonably interferes with the use of the AT&T-12STATE's network.

- 6.2.2 Other Evidence of Prohibited Traffic includes, but is not limited to, the following:

- 6.2.2.1 Predictive dialing of telephone numbers at the NPA or NNX level;
- 6.2.2.2 Initiating a call, communication or transmission as a result of a party receiving a telemarketing or telephone solicitation responding to a prompt, and signaling the calling party number (CPN) of the called party, unless the called party had an existing business relationship with the telemarketer or telephone solicitor;
- 6.2.2.3 Passing a telephone number not associated with the calling party as a means to obtain name and number information for the improperly passed telephone number;
- 6.2.2.4 Causing any caller identification service to transmit misleading or inaccurate caller identification information, with the intent to defraud, cause harm, or wrongfully obtain anything of value;
- 6.2.2.5 Placing calls for the primary purpose of generating queries to capture the caller ID Name (CNAM) associated with a telephone number;
- 6.2.2.6 Telemarketing or telephone solicitations to a party that is on a state or federal "Do Not Call" list, unless the called party has an existing business relationship with the telemarketer or telephone solicitor;
- 6.2.2.7 Denial of Service attacks; and
- 6.2.2.8 Artificial traffic stimulation, revenue pumping, regulatory arbitrage.

- 6.2.3 If AT&T-12STATE reasonably believes that CLEC is transmitting any of the preceding types of traffic using any service provided under this Agreement, AT&T-12STATE may block the illegal traffic or discontinue the affected service and will provide written notice of such discontinuance as soon as reasonably practicable. In the event of such blocking or discontinuance, CLEC must indemnify AT&T-12STATE against any third party claim, loss or damage arising from the suspension or discontinuance of the affected service, except for any claim, loss or damage caused by AT&T-12STATE's gross negligence or willful misconduct.

- 6.2.4 CLEC agrees that when it sends traffic to AT&T-12STATE, if it receives a request for information about traffic which is reasonably believed to be prohibited traffic that was sent to AT&T-12STATE (Traceback Request) from a traceback administrator authorized by USTelecom's Traceback Group (or its successor) ("Authorized Traceback Group") or from AT&T-12STATE, CLEC will promptly respond to the Traceback Request in good faith. CLEC agrees that its response shall indicate if it is in the call path as the Originating Provider of the calls (i.e., CLEC received the calls

from CLEC's end user) or (ii) an intermediate Provider (i.e., CLEC received the calls from another voice provider). The response shall also identify the provider from which it accepted the traffic or the end user that originated the call, as applicable. CLEC agrees to provide this information to an Authorized Traceback Group without requiring a subpoena or other formal demand or request.

7. 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.
8. 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.
9. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
10. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
11. 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.
12. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

**Exhibit A**

AT&T ILEC ("AT&T")	CARRIER's Previous Legal Name	CARRIER's New Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Metropolitan Telecommunications of Alabama, Inc.		Interconnection Agreement	12/6/06
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Metropolitan Telecommunications of Arkansas, Inc. d/b/a MetTel		Interconnection Agreement	8/26/05
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Metropolitan Telecommunications of California, Inc.	Metropolitan Telecommunications of California, Inc. d/b/a MetTel	Interconnection Agreement	8/25/05
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Metropolitan Telecommunications of Florida, Inc. d/b/a MetTel		Interconnection Agreement	1/08/06
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Metropolitan Telecommunications of Georgia, Inc.	Metropolitan Telecommunications of Georgia, Inc. d/b/a MetTel	Interconnection Agreement	12/21/05
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)	Metropolitan Telecommunications of Illinois, Inc. d/b/a MetTel		Interconnection Agreement	7/13/05
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	MetTel Telecommunications of Indiana, Inc. d/b/a MetTel	Metropolitan Telecommunications of Indiana, Inc.	Interconnection Agreement	7/22/05
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Metropolitan Telecommunications of Kansas, Inc.	Metropolitan Telecommunications of Kansas, Inc. d/b/a MetTel	Interconnection Agreement	6/29/05
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Metropolitan Telecommunications of Kentucky, Inc. d/b/a MetTel		Interconnection Agreement	9/27/05
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Metropolitan Telecommunications of Louisiana, Inc.	Metropolitan Telecommunications of Louisiana, Inc. d/b/a MetTel	Interconnection Agreement	4/15/08

AT&T ILEC ("AT&T")	CARRIER's Previous Legal Name	CARRIER's New Legal Name	Contract Type	Approval Date
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Metropolitan Telecommunications of Michigan, Inc. d/b/a MetTel DE	Metropolitan Telecommunications of Michigan, Inc., d/b/a MetTel	Interconnection Agreement	6/30/05
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Metropolitan Telecommunications of Missouri, Inc. d/b/a MetTel	Metropolitan Telecommunications of Missouri, Inc.	Interconnection Agreement	9/16/05
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Metropolitan Telecommunications of Mississippi, Inc.		Interconnection Agreement	12/28/07
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Metropolitan Telecommunications of North Carolina, Inc.;		Interconnection Agreement	11/28/05
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Metropolitan Telecommunications of Nevada, Inc.	Metropolitan Telecommunications of Nevada, Inc. d/b/a MetTel	Interconnection Agreement	8/5/05
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Metropolitan Telecommunications of Ohio, Inc. d/b/a MetTel		Interconnection Agreement	9/13/05
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Metropolitan Telecommunications of Oklahoma, Inc. d/b/a MetTel		Interconnection Agreement	12/13/05
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Metropolitan Telecommunications of South Carolina, Inc.		Interconnection Agreement	12/6/05
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Metropolitan Telecommunications of Tennessee, Inc. d/b/a MetTel	Metropolitan Telecommunications of Tennessee, Inc. d/b/a MetTel	Interconnection Agreement	1/14/08
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Metropolitan Telecommunications of Texas, Inc. d/b/a MetTel		Interconnection Agreement	6/24/05
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Metropolitan Telecommunications of Wisconsin, Inc.	Metropolitan Telecommunications of Wisconsin, Inc. d/b/a MetTel	Interconnection Agreement	6/22/05