

**AMENDMENT TO THE LOCAL WHOLESALE COMPLETE  
COMMERCIAL AGREEMENT  
BETWEEN  
AT&T-22STATE  
AND  
IDT AMERICA, CORP. (IDT)**

This Amendment (the "Amendment") amends the Local Wholesale Complete Commercial Agreement (LWC) by and between AT&T-22STATE and IDT America, Corp. (IDT) ("CARRIER"), hereinafter referred to collectively as the "Parties" and individually as a "Party", executed August 17, 2009 and shall apply in the State(s) of Alabama, Arkansas, California, Connecticut, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Nevada, North Carolina, Oklahoma, South Carolina, Texas and Wisconsin.

**WHEREAS**, the Parties acknowledge and agree that the provisions set forth in this Agreement are not subject to and/or required by the Communications Act of 1934, as amended ("Act") including, without limitation, Sections 251/252 of the Telecommunications Act of 1996 and any regulation or rule of the FCC or any state commission, and are not subject to negotiation and/or arbitration under Section 252 of the Act unless both Parties otherwise agree in a writing signed by both Parties.

**WHEREAS**, the parties desire to extend the term of the Agreement, modify the pricing, and make additional changes as set forth below.

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

1. Section 8.2.1 of the General Terms and Conditions of the LWC Agreement is hereby amended and restated as follows:
  - 8.2.1 Unless terminated for breach (including nonpayment), the term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on December 31, 2014 (the "Term"). This Agreement shall automatically terminate on the first day following the Expiration Date of the Term ("Termination Date"), unless both Parties otherwise agree to extend the Term in writing via an amendment to this Agreement. Otherwise, upon the Termination Date of this Agreement, neither Party shall have any further obligation under this Agreement, except as otherwise set forth in this Section 8.0 and pursuant to Survival, Section 38.0 below.
2. Sections 8.6.2, 8.6.3, and 8.6.4 of the General Terms and Conditions of the LWC Agreement are hereby replaced with the following:
  - 8.6.2 Where CARRIER has End Users and/or is purchasing Products and/or Services under this Agreement and either Party seeks to terminate this Agreement, CARRIER shall cooperate in good faith to effect an orderly transition of service under this Agreement. CARRIER shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users are transitioned to another Carrier or to other AT&T-22STATE wholesale services prior to the Expiration or Termination Date of this Agreement.
  - 8.6.3 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", CARRIER shall have ten (10) calendar days to provide AT&T-22STATE written confirmation to the Notice of Expiration indicating if CARRIER wishes to pursue a successor agreement with AT&T-22STATE or terminate its Agreement. If CARRIER wishes to pursue a successor agreement with AT&T-22STATE, CARRIER shall attach


to its written confirmation or Notice of Expiration, a written request to commence negotiations with AT&T-22STATE and identify each of the state(s) to which the successor agreement will apply. Upon receipt of CARRIER's request, the Parties may commence good faith negotiations for a successor agreement. If the Parties have not executed a new Agreement within sixty (60) days prior to the Expiration Date of this Agreement (i.e., December 31, 2014), negotiations for a new agreement shall cease unless otherwise mutually agreed to by the Parties, and the Parties shall develop a transition plan to move the services to a different Carrier or to other AT&T-22STATE wholesale services; *provided however*, that the failure to develop a transition plan shall not constitute a breach of this Agreement. In the event the Parties are unable to agree upon a transition plan, AT&T may, at its discretion, disconnect all or any of the services at any time after December 31, 2014.

- 8.6.4 The rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of: (i) the effective date of the successor agreement, if any; or (ii) the Termination Date set forth in Section 8.2 above. For avoidance of doubt, nothing in this Agreement obligates AT&T-22STATE after the Termination Date to continue to offer or provide any services and/or product that were provided under this Agreement. In the event that services exist after December 31, 2014 (the "Expiration Date"), the rates and terms for such services (for the period from December 31, 2014 until such services are actually transitioned or disconnected) shall be the rates and terms for services in effect as of the Expiration Date, except such rates may be raised or lowered by AT&T upon sixty (60) day's Notice, which Notice shall not be provided before November 1, 2014.
3. Section 44 is hereby added to the General Terms and Conditions of the LWC Agreement as follows:
- 44 Agreement Implementation in AT&T CALIFORNIA and AT&T NEVADA
- 44.1 In AT&T WEST REGION 2-STATE or AT&T CALIFORNIA and AT&T NEVADA, AT&T requires up to a **twelve (12)** month period to load LWC rates. If CARRIER is a new entrant into AT&T WEST REGION 2-STATE and has never ordered in this region before, CARRIER will not be able to order LWC in AT&T WEST REGION 2-STATE until such LWC rates are loaded. If CARRIER has had previous rates loaded in AT&T WEST REGION 2-STATE and this contract or amendment amends such rates, then the new rates will be applied retroactively to the effective date of this contract or amendment, and CARRIER's LWC ordering ability will not be impacted. The back-billing limitation in section 12.10.1.1 of the General Terms and Conditions shall not apply to any retroactive billing adjustment that may apply as a result of this section.
4. The Parties agree to amend the Agreement's Pricing Schedule for the LWC Business Class of Service rates as set forth in Attachment A.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. AT&T-22STATE will file a copy of the fully executed Amendment with the FCC under 47 U.S.C. § 211.
7. The Effective Date of this Amendment shall be January 1, 2012 (the "Effective Date").

IDT America, Corp. (IDT)

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 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, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by AT&T Services, Inc., its authorized agent

By: 

By: 

Printed: Marcelo Fischer

Printed: Patrick Doherty

Title: CFO  
(Print or Type)

Title: Director - Regulatory  
(Print or Type)

Date: 10 / 11 / 11

Date: 10-17-11

REVIEWED BY LEGAL DEPT. Date: 10/16/11 Initials: [Signature]

State	ULEC OCN	CLEC OCN
ALABAMA	---	---
ARKANSAS	---	---
CALIFORNIA	---	---
CONNECTICUT	---	466E
FLORIDA	---	765A
GEORGIA	---	---
ILLINOIS	---	---
INDIANA	---	---
KANSAS	---	---
KENTUCKY	---	---
LOUISIANA	---	---
MICHIGAN	---	---
MISSISSIPPI	---	294G
MISSOURI	---	---
NEVADA	---	---
NORTH CAROLINA	---	---
OHIO	---	---
OKLAHOMA	---	---
SOUTH CAROLINA	---	467E
TENNESSEE	---	---
TEXAS	---	---
WISCONSIN	---	---

Description ACNA(s)	ACNA Code(s) IDR
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