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October 23, 2014

RECEIVED

OCT 27 2014

PUBLIC SERVICE
COMMISSION

Mr. Jeff Derouen
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

Re: Commercial Amendment Placed on File at the Commission

Dear Mr. Derouen:

Please find enclosed an electronic receipt notification for the following:

- 1) The Amendment to extend the term to December 31, 2017, modify certain pricing elements and update the Notices section in the commercial agreement between AT&T Kentucky and Metropolitan Telecommunications of Kentucky, Inc. d/b/a MetTel.

This document was filed with the Commission on October 23, 2014.

Pursuant to the Commission's Order issued on December 12, 2007, in *In re: Petition to Establish Docket to Consider Amendments to Interconnection Agreements Resulting from Changes of Law*, Case No. 2004-00427, this filing is being solely made pursuant to the Commission's Order and is not a request by AT&T Kentucky for approval of the commercial agreements and amendments by this Commission. AT&T Kentucky specifically reserves all rights and maintains its position that this Commission has no authority over such agreements. This filing should not be viewed as constituting a waiver of that position.

Sincerely,

Enclosure

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 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 WHOLESAL, 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 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.; METROPOLITAN TELECOMMUNICATIONS CORPORATION OF



CT; 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.;
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
OHIO, INC. D/B/A METTEL.; METROPOLITAN TELECOMMUNICATIONS
OF OKLAHOMA, INC. D/B/A METTEL; METROPOLITAN
TELECOMMUNICATIONS OF NEVADA, INC.; METROPOLITAN
TELECOMMUNICATIONS OF NORTH CAROLINA, INC.;
METROPOLITAN TELECOMMUNICATIONS OF SOUTH CAROLINA, INC.;
METROPOLITAN TELECOMMUNICATIONS OF TENNESSEE, INC. D/B/A
METTEL; METROPOLITAN TELECOMMUNICATIONS OF TEXAS, INC.
AND METROPOLITAN TELECOMMUNICATIONS OF WISCONSIN, INC.

Signature: eSigned - Andoni Economou

Signature: eSigned - William A. Bockelman

Name: eSigned - Andoni Economou
(Print or Type)

Name: eSigned - William A. Bockelman
(Print or Type)

Title: COO/EVP
(Print or Type)

Title: Director
(Print or Type)

Date: 17 Oct 2014

Date: 17 Oct 2014

Metropolitan Telecommunications of Alabama, Inc.; Metropolitan Telecommunications of Arkansas, Inc. d/b/a MetTel; Metropolitan Telecommunications of California, Inc.; Metropolitan Telecommunications Corporation of CT; 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.; 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 Ohio, Inc. d/b/a MetTel.; Metropolitan Telecommunications of Oklahoma, Inc. d/b/a MetTel; Metropolitan Telecommunications of Nevada, Inc.; Metropolitan Telecommunications of North Carolina, Inc.; Metropolitan Telecommunications of South Carolina, Inc.; Metropolitan Telecommunications of Tennessee, Inc. d/b/a MetTel; Metropolitan Telecommunications of Texas, Inc. and Metropolitan Telecommunications of Wisconsin, Inc.

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 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 LOCAL WHOLESALE COMPLETE
COMMERCIAL AGREEMENT**

**BETWEEN
AT&T-22STATE
AND**

**METROPOLITAN TELECOMMUNICATIONS OF ALABAMA, INC.; METROPOLITAN
TELECOMMUNICATIONS OF ARKANSAS, INC. D/B/A METTEL; METROPOLITAN
TELECOMMUNICATIONS OF CALIFORNIA, INC.; METROPOLITAN TELECOMMUNICATIONS
CORPORATION OF CT; 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.;
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 OHIO, INC. D/B/A
METTEL.; METROPOLITAN TELECOMMUNICATIONS OF OKLAHOMA, INC. D/B/A METTEL;
METROPOLITAN TELECOMMUNICATIONS OF NEVADA, INC.; METROPOLITAN
TELECOMMUNICATIONS OF NORTH CAROLINA, INC.; METROPOLITAN TELECOMMUNICATIONS
OF SOUTH CAROLINA, INC.; METROPOLITAN TELECOMMUNICATIONS OF TENNESSEE, INC.
D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF TEXAS, INC. AND METROPOLITAN
TELECOMMUNICATIONS OF WISCONSIN, INC.**

This Amendment (the "Amendment") amends the Local Wholesale Complete Commercial Agreement ("LWC Agreement") by and between AT&T-22STATE and Metropolitan Telecommunications of Alabama, Inc.; Metropolitan Telecommunications of Arkansas, Inc. d/b/a MetTel; Metropolitan Telecommunications of California, Inc.; Metropolitan Telecommunications Corporation of CT; 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.; 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 Ohio, Inc. d/b/a MetTel.; Metropolitan Telecommunications of Oklahoma, Inc. d/b/a MetTel; Metropolitan Telecommunications of Nevada, Inc.; Metropolitan Telecommunications of North Carolina, Inc.; Metropolitan Telecommunications of South Carolina, Inc.; Metropolitan Telecommunications of Tennessee, Inc. d/b/a MetTel; Metropolitan Telecommunications of Texas, Inc. and Metropolitan Telecommunications of Wisconsin, Inc. ("CARRIER"), executed July 14, 2010 hereinafter referred to collectively as the "Parties" and individually as a "Party", and shall apply in the State(s) of Alabama, Arkansas, California, Connecticut, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin.

WHEREAS, the Parties acknowledge and agree that the provisions set forth in this LWC 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, Frontier Communications Corporation and AT&T Inc. have entered into a Stock Purchase Agreement, dated as of December 16, 2013 (the "SPA"), pursuant to which Frontier Communications Corporation will purchase from AT&T Inc. all of the issued and outstanding capital stock of certain Transferred Companies (as defined in the SPA);

WHEREAS, in connection with the transactions contemplated by the SPA, CARRIER and AT&T-22STATE desire to amend the LWC to terminate the LWC as to The Southern New England Telephone Company, a Connecticut corporation (“SNET”);

WHEREAS, concurrently with this Amendment, SNET is entering into a separate, standalone local wholesale complete agreement with CARRIER; and

WHEREAS, the Parties also desire to extend the term of the LWC 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 LWC Agreement as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained herein, and Exhibit A immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. Section 2.138 of 2.0 Definitions of the General Terms and Conditions of the LWC Agreement is hereby added as follows:
 - 2.138 **“2014 LWC Extension Amendment”** means the Local Wholesale Amendment extending the term to December 31, 2017, executed in 2014.
3. Section 8.2.1 and 8.2.2 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 LWC Agreement shall commence upon the Effective Date of this LWC Agreement and shall expire on December 31, 2017 (the “Term”). Upon expiration of the Term (“Expiration Date”), absent receipt of Notice of Termination or Notice of Expiration by either Party, this LWC Agreement shall continue month-to-month. If the LWC Agreement continues to survive on a month-to-month basis, either Party may terminate the LWC Agreement by providing Notice of Termination. Such notice must be provided with at least thirty (30) days advance notice of the date the LWC Agreement will terminate (“Termination Date”). To the extent services exist after the Expiration Date (including any services that exist beyond the Termination Date,) the rates and terms for such services shall be the rates and terms for services in effect as of the Expiration Date, except such rates may be raised or lowered at any time by AT&T upon sixty (60) days notice.
 - 8.2.2 Either on or following the termination date of this LWC Agreement, if the Parties have not entered into a new agreement, neither Party should have any further obligation under this LWC Agreement in such state (or states) except that:
 - 8.2.2.1 Each Party's confidentiality obligations shall survive; and
 - 8.2.2.2 Each Party shall promptly pay all amounts (including any late fees as applicable) owed under this LWC Agreement:
 - 8.2.2.2.1 as provided in Section 38.0 below, Survival; and
 - 8.2.2.2.2 as may be provided elsewhere in this LWC Agreement (including the Attachments).
4. Sections 8.6 of the General Terms and Conditions of the LWC Agreement is hereby replaced with the following:
 - 8.6 Termination of LWC Agreement :
 - 8.6.1 Where CARRIER has no End Users or is no longer purchasing any services under this LWC Agreement, either Party may terminate the LWC Agreement by providing “Notice of Termination” to the other Party. Such notice shall be provided no earlier than one hundred eighty (180) days before the Expiration Date and may not specify termination before the Expiration Date unless mutually agreed to by the Parties. After termination the Parties' liability under this LWC Agreement shall be limited to obligations contained in Section 8.0 and under Section Survival 38.0 below contained herein.

- 8.6.2 Where CARRIER has End Users and/or is purchasing products and/or services under this LWC Agreement, either Party may seek to terminate this LWC Agreement by providing a Notice of Termination. Such notice shall be provided no earlier than one hundred eighty (180) days before the Expiration Date and may not specify termination before the Expiration Date unless mutually agreed to by the Parties. CARRIER and AT&T-22STATE shall cooperate in good faith to effect an orderly transition of service under this LWC Agreement. CARRIER shall be solely responsible (including from a financial, operational and administrative standpoint) to ensure that its End Users are transitioned to a new LEC or to other AT&T-22STATE wholesale or resale services prior to the termination date of this LWC Agreement. However, the failure to develop a transition plan shall not constitute a breach of this LWC 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 the Termination Date.
- 8.6.3 The rates, terms and conditions of this LWC Agreement shall continue in full force and effect, except as provided in Section 8.2.1, until the Termination Date. For avoidance of doubt, nothing in this LWC 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 LWC Agreement.
- 8.6.4 In any event, AT&T-22STATE shall be under no obligation to provision any products and/or services pursuant to this LWC Agreement as of and after the Termination Date.
5. Section 5.5 of Attachment 2 – Local Wholesale Complete of the LWC Agreement is hereby added as follows:
- 5.5 Local Wholesale Complete Sunset
- 5.5.1 CARRIER acknowledges and understands that LWC is a wholesale service provisioned using time division multiplexing (“TDM”) facilities and services, and that AT&T-22STATE has publicly announced its intention to move all customers from TDM-based services. For avoidance of doubt, the foregoing does not mean that AT&T-22STATE is committing that LWC will be available through the Term of this LWC Agreement.
- 5.5.1.1 Notwithstanding that this LWC Agreement may commit AT&T-22STATE to provide LWC to CARRIER for the Term, and subject to any regulatory requirements, AT&T-22STATE may discontinue providing LWC upon at least three hundred and sixty five (365) days notice (“Discontinuance Notice”), but only where AT&T-22STATE generally (i) discontinues providing the service to its customers, and (ii) has available one or more wholesale local services that include a voice component (for clarity, this (ii) does not require such voice service to be available to all of CARRIER’s LWC-served customers). AT&T-22STATE shall not in any event issue a Discontinuance Notice prior to June 30, 2016, except with respect to any geographically discrete area in which AT&T TDM-based wireline local voice services are being discontinued as part of a TDM-to-IP transition trial subject to oversight of the FCC or Commission. Notice for such exception shall be provided at least 90 (ninety) days in advance.
- 5.5.1.2 AT&T-22STATE may provide a Discontinuance Notice to CARRIER in advance of fulfilling any regulatory requirements and, if so, the timing of such discontinuance shall occur in accordance with the regulatory requirements, but not earlier than as set forth in such notice. CARRIER acknowledges and understands that discontinuance may be tested first and/or implemented on a geographically discrete basis (e.g., by wire center) and/or staged basis (e.g., not flash cut within any geographic area). The date on which LWC shall be discontinued as set forth in a Discontinuance Notice is referred to as a “Discontinuance Date”.
- 5.5.1.3 AT&T-22STATE shall no longer accept orders for new LWC lines or moves of or changes to existing LWC lines beginning ninety (90) days prior to the Discontinuance Date. The Parties shall cooperate in good faith in negotiating an agreement for replacement products and scheduling and effecting the transition from LWC so that CARRIER no

longer has any LWC lines on or prior to a Discontinuance Date as set forth in the Discontinuance Notice.

5.5.1.4 The Parties shall engage in good faith discussions to negotiate an agreement for replacement products and establish a migration plan for CARRIER's embedded base of LWCALs to move to comparable non-TDM replacement products.

5.5.2 Notwithstanding anything else in the LWC Agreement, the following AT&T SOUTHEAST REGION 9-STATE complex LWC services have been grandfathered such that only disconnect orders are being accepted and any remaining such complex LWC services will be disconnected on February 1, 2015:

5.5.2.1 Foreign Exchange/Foreign Central Office – Business ("FX/FCO – Bus")

5.5.2.2 Foreign Exchange/Foreign Central Office – PBX ("FX/FCO – PBX")

5.5.2.3 Foreign Exchange/Foreign Central Office – Residence ("FX/FCO – Res")

5.5.2.4 Digital Direct Integration Termination Service

5.5.2.5 4-Wire Digital Loop with Channelization with Port

5.5.2.6 ISDN-BRI – Business

5.5.2.7 ISDN-BRI – Residence

5.5.2.8 PBX/DID with Call Locator

5.5.2.9 ISDN-PRI with Call Locator

5.5.2.10 PBX – Residence

5.5.2.11 Centrex

6. Section 6.3.2.1 of Attachment 2 – Local Wholesale Complete of the LWC Agreement is hereby added as follows:

6.3.2.1 **Minimum LWC Volume.** Beginning with the effective date of the 2014 LWC Extension Amendment, CARRIER must have a minimum of 48,000 LWCAL in service in AT&T-13STATE in order to qualify for the LWC BRPD.

7. Section 6.3.4.1 of Attachment 2 – Local Wholesale Complete of the LWC Agreement is hereby added as follows:

6.3.4.1 **Growth Performance (2014 LWC Extension Amendment forward).** Beginning with the effective date of the 2014 LWC Extension Amendment, CARRIER must increase the net number of LWCALs in-service in AT&T-13STATE by at least 5% every eighteen (18) months. The Growth Performance measurement should commence by using the number of in-service LWCALs in service as of the end of the month in which the Parties 2014 LWC Extension Amendment becomes effective. The Growth Performance would then be reviewed every eighteen (18) months from the applicable Measurement Period close date, as outlined in section 6.5 below, throughout the remaining term of the agreement. By way of example, if CARRIER signed the 2014 LWC Extension Amendment on November 1, 2014 – the Growth Performance would be calculated by assessing the growth percentage relative to the number of LWCALs in-service on November 30, 2014, on May 31, 2016 (the end of the Measurement Period). If CARRIER had 60,000 LWCALs in service in AT&T-13STATE as of November 30, 2014, then CARRIER would have to have at least 63,000 LWCALs in service (5% growth from 60,000) as of May 31, 2016, in order to meet this commitment; CARRIER would need at least 66,150 LWCALs in service (5% growth from 63,000) as of November 30, 2017.

8. Section 6.3.5 of Attachment 2 – Local Wholesale Complete of the LWC Agreement is hereby added:

6.3.5 In the event LWC is discontinued within a certain geographical area as described in Section 5.5.2 and if CARRIER has LWCALs within the impacted area, the number of CARRIER's LWCALs prior to any notice of discontinuation or required migration shall be frozen and continue to apply in determining whether CARRIER has met the conditions set forth under Section 6.3 and related subsections. The number of

CARRIER LWCALs in Connecticut as of October 1, 2014 shall be excluded from the calculations and Measurement Periods.

- 9. Section 6.6.1 of Attachment 2 – Local Wholesale Complete of the LWC Agreement is hereby added as follows:
 - 6.6.1 Notwithstanding anything to the contrary herein, CARRIER shall be entitled to the LWC BRPD as of the effective date of the 2014 LWC Extension Amendment for and through the eighteen (18) month period after conclusion of the Measurement Period in which the 2014 LWC Extension Amendment becomes effective; thereafter, any change in eligibility to the LWC BRPD will be applied on a prospective basis only.
- 10. Section 6.10 of Attachment 2 – Local Wholesale Complete of the LWC Agreement is hereby added as follows:
 - 6.10 In the LWC Pricing Schedule where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each LWCAL will be one (1) month. After the initial month for an LWCAL, billing will be on the basis of whole or fractional months used.
- 11. Upon the effective date of the Amendment to the Interconnection Agreement(s) and/or Stand-Alone Inter-carrier Compensation Agreement between the Parties in each AT&T SOUTHEAST REGION 9-STATE state covered by this LWC Agreement addressing traffic compensation as discussed herein, Sections 12.1 and 12.5 of Attachment 2 – Local Wholesale Complete of the LWC Agreement are hereby replaced with the following:
 - 12.1 CARRIER shall be responsible for any and all compensation owed for traffic originating from or terminating to CARRIER's LWCALs. Traffic compensation between CARRIER and AT&T-22STATE is addressed in the applicable Interconnection Agreement.
 - 12.5 Notwithstanding any other provision of the LWC Agreement including without limitation this Attachment, LWC shall not be available in any state within AT&T-22STATE until there is an agreement effective between the Parties for that state which addresses the inter-carrier compensation associated with LWC-originated or terminated traffic.
- 12. Section 12.6 of Attachment 2 – Local Wholesale Complete of the LWC Agreement is hereby removed.
- 13. Attachment 11 – Operator Services and Directory Assistance (OS/DA) of the LWC Agreement is hereby removed and replaced with Exhibit A (“Attachment 11 – Operator Services and Directory Assistance (OS/DA)”).
- 14. Termination as to SNET. Notwithstanding anything in the Amendment, the LWC Agreement shall terminate in its entirety as to SNET and the state of Connecticut, it being understood that nothing herein shall relieve any Party of any liability with respect to obligations incurred or actions taken prior to the effective date of this Amendment. Consistent with this section, the terms “AT&T-22STATE” and “AT&T-13STATE” shall no longer include SNET or any AT&T entity within the state of Connecticut.
- 15. For purposes of the LWC Agreement, the AT&T Notice information as set forth in the General Terms and Conditions has been changed to the following:

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19th floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

- 16. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING LWC AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 17. This Amendment shall not modify the effective date of the underlying LWC Agreement.

18. AT&T-22STATE will file a copy of the fully executed Amendment with the FCC under 47 U.S.C. § 211.15. The Effective Date of this 2014 LWC Extension Amendment shall be November 1, 2014, unless executed after November 1, 2014, shall be ten (10) Business Days after both Parties' final authorizing signatures have been affixed to this Amendment (the "Effective Date").

**ATTACHMENT 11 –
OPERATOR SERVICES AND DIRECTORY
ASSISTANCE
(OS/DA)**

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1.0 Introduction and Scope

- 1.1 This Attachment sets forth terms and conditions for Operator Services (OS) and Directory Assistance (DA) calls provided as part of LWC by the applicable AT&T-21STATE ILEC. The terms and conditions set forth in this Attachment shall apply to all Services ordered and provisioned pursuant to this Agreement.
- 1.2 OS and/or DA provided under the Agreement and this Attachment is only available to CARRIER exclusively in conjunction with CARRIER's purchase of LWC and then only as part of a LWCAL (e.g., not for use separately, or with respect to any other offering by AT&T-21STATE). AT&T-21STATE will provide OS and DA at the rates, terms and conditions set forth in this Attachment and the LWC Pricing Schedule.
- 1.3 CARRIER's LWC End Users shall have the same ability to reach AT&T-21STATE OS and DA platforms as AT&T-21STATE retail End Users served via the same AT&T-21STATE end office switch providing the LWCAL from which the OS/DA call originates, including the following where technically feasible and available:
- (a) Dialing "0" or "0+NPA-NXX-xxxx" and obtaining Operator Services, such as:
 - (i) Operator-assisted dialing
 - (ii) Placing a Collect Call
 - (iii) Placing a "Bill to Third Number" Call
 - (iv) Obtaining a Busy Line Verification
 - (v) Attempting a Busy Line Interrupt
 - (b) Dialing "411" or "555-1212" and reaching a Directory Assistance operator for purposes such as
 - (i) Retrieving a Published Telephone Number
 - (ii) DA Call Completion to a Retrieved Telephone Number
 - (iii) National Directory Assistance
 - (iv) Reverse Directory Assistance
 - (v) Business Category Search
- 1.4 CARRIER's LWC End User OS/DA calls shall be answered by AT&T-21STATE OS and DA platforms with the same priority as AT&T-21STATE retail End Users served via the same AT&T-21STATE end office switch providing the LWCAL from which the OS/DA call originates. Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, labor strikes at the OS/DA call centers, etc.) will be experienced at parity with AT&T-21STATE retail End Users served via that same AT&T-21STATE end office switch.

2.0 Specifics of OS Offering

- 2.1 Operator Services Rate Structure. Where technically feasible and available, AT&T-21STATE will differentiate its OS charges by whether the CARRIER LWC End User is receiving:
- 2.1.1 Manual OS call assistance (i.e., provided via a live operator)
 - 2.1.1.1 for which a per work second charge will apply in AT&T-12STATE and in
 - 2.1.1.2 in AT&T SOUTHEAST REGION 9-STATE
 - 2.1.2 Automated OS call assistance (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without live operators), where a flat rate per call charge will apply.
- 2.2 Operator Services Call Processing. AT&T will provide OS to CARRIER's End Users where technically feasible and available to AT&T-21STATE retail End Users served, in accordance with OS methods and practices that are in effect at the time the CARRIER's LWC End User makes an OS call. Whether manual or automated, AT&T-21STATE will provide the following services when originating a 0+ or 0- call from a LWCAL, regardless of whether 1-411-dialed DA usage is also requested from that LWCAL:
- 2.2.1 General Operator Assistance. The individual originating a 0+ or 0- call from a LWCAL asks the operator to provide local and intraLATA dialing assistance for the purposes of completing calls or requesting information on how to place calls; handling emergency calls, handling credits and handling person-to-person calls.

- 2.2.2 Calling Card. The individual originating a 0+ or 0- call from a LWCAL provides operator with a Calling Card number for billing purposes.
- 2.2.3 Collect. The individual originating a 0+ or 0- call from a LWCAL asks the operator to bill the call to the called number, provided such billing is accepted by the called number.
- 2.2.4 Third Number Billed. The individual originating a 0+ or 0- call from a LWCAL asks the operator to bill the call to a different number than the calling or called number.
- 2.2.5 Busy Line Verification (BLV). A service in which the operator, upon request, will check the requested line for conversation in progress and advise the caller being served via LWC of the status.
- 2.2.6 Busy Line Interrupt (BLI). A service in which the caller asks the operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller from a LWCAL requesting the interrupt. Busy Line Interrupt service applies even if no conversation is in progress at the time of the interrupt attempt, or when the parties interrupted refuse to terminate the conversation in progress.

3.0 Specifics of DA Offering

- 3.1 Directory Assistance Rate Structure. Where technically feasible and available, AT&T-21STATE will NOT differentiate its DA products by type, and instead will charge for DA products on a flat rate per call.
- 3.2 Directory Assistance Call Processing. AT&T will provide DA Services to CARRIER's End Users where technically feasible and available to AT&T-21STATE retail End Users served in accordance with DA Services methods and practices that are in effect at the time CARRIER's LWC End User makes a DA call. Where technically feasible and available, AT&T-21STATE will provide the following DA Services when CARRIER's LWC End User originates a DA call from a LWCAL, regardless of whether OS is also requested from that LWCAL:
 - 3.2.1 Local Directory Assistance. Consists of providing published name and telephone number to the individual originating a directory assistance call from a LWCAL
 - 3.2.2 Directory Assistance Call Completion (DACC) [also known as "Express Call Completion" (ECC)]. A service in which a local or an intraLATA call to the requested number is completed on behalf of the individual originating the call from a LWCAL, utilizing an automated voice system
 - 3.2.3 National Directory Assistance (NDA). A service whereby callers may request directory assistance information outside their LATA or Home NPA (the geographic numbering plan from which a call originates) for a listed telephone number for residential, business and government accounts throughout the 50 states.
 - 3.2.4 Reverse Directory Assistance (RDA). An information service consisting of providing listed local and national name and address information associated with a telephone number provided by the individual originating the call from a LWCAL.
 - 3.2.5 Business Category Search (BCS). A service in which an individual calling from a LWCAL request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses. A maximum of two requested telephone numbers will be provided for each BCS call.

4.0 OS/DA Non-Recurring Charges for Loading Automated Call Greeting (i.e., Brand Announcement), Rates and References

- 4.1 In all current AT&T-21STATE OS/DA switches in AT&T-21STATE service area, the incoming OS/DA call is automatically answered by a pre-recorded greeting loaded into the switch itself.
 - 4.1.1 CARRIER may have a CARRIER-selected brand name or other greeting for calls originating from a LWCAL by providing a pre-recorded announcement to AT&T-21STATE in conformity with the format, length, and other requirements specified for all carriers on the AT&T CLEC Online website. AT&T-21STATE will then perform all of the loading and testing of the announcement for each applicable switch prior to live traffic. CARRIER may also change its pre-recorded announcement at any time by

providing a new pre-recorded announcement in the same manner, for subsequent loading and testing charges.

4.1.2 If CARRIER does not wish to brand the OS/DA calls, CARRIER may also have silence used by having AT&T-21STATE load a recording of silence into the automatic, pre-recorded announcement slot, set for the shortest possible duration allowed by the switch.

4.1.3 AT&T-21STATE makes no warranties or representations that silent announcements will be perceived by End Users as ordinary mechanical handling of OS/DA calls.

4.1.3.1 CARRIER understands that it is not technically feasible to avoid the automatic pre-recorded announcement function in these OS/DA switches, and that if it does not brand the call, CARRIER agrees to indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing end user.

4.1.3.2 AT&T-21STATE understands that it must make the silent recording play for the shortest possible duration technically feasible for each applicable switch, and accepts responsibility for any regulatory violation, consumer complaint, or other sanction stemming from failure to do so (e.g., call handling delay), but otherwise it has no responsibility if a silent announcement is chosen by CARRIER.

4.1.4 AT&T-21STATE will be responsible for loading the CARRIER-provided recording or the silent announcement into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-21STATE retail End Users. CARRIER will be responsible for paying the initial announcement loading charges, and thereafter, the per-call charge (primarily to cover switch maintenance), as well as any subsequent loading charges if a new brand announcement is provided as specified above. Branding load charges are Nonrecurring and are found in LWC Pricing Schedule

4.1.5 In the event the technical makeup of a particular AT&T-21STATE OS switch does not route the incoming call through an automatic pre-recorded announcement, the foregoing subsections do not apply, and CARRIER and AT&T-21STATE agree to make alternative arrangements for OS branding announcements.

4.1.6 Where the phraseology is the same for OS and DA branding, only one branding charge will apply.

4.2 In all current AT&T-21STATE OS/DA switches, the applicable CARRIER-charged retail OS/DA rates and a CARRIER-provided contact number (e.g., a business office or repair call center) are loaded into the system utilized by the OS operator where technically feasible and available.

5.0 General Conditions

5.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any service(s) or features of service(s) offerings that are provided under this Attachment 11 – Operator Services and Directory Assistance (OS/DA) on ninety (90) days' written notice but only where AT&T-22STATE generally discontinues providing the service to its customers.