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January 16, 2015

Hon. Herbert Hilliard, Chairman  
Tennessee Regulatory Authority  
502 Deaderick Street  
Nashville, TN 37238

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and Matrix Telecom, Inc., Matrix Telecom, Inc. dba Excel Telecommunications and Matrix Telecom, Inc. dba Vartec Telecom*  
Docket No. 15-00011

Dear Chairman Hilliard:

Enclosed for filing in the referenced docket are the original and one copy of the *Petition for Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and Matrix Telecom, Inc., Matrix Telecom, Inc. dba Excel Telecommunications and Matrix Telecom, Inc. dba Vartec Telecom* (collectively "Matrix").

In accordance with Section 252(e) of the Telecommunications Act of 1996, the TRA is charged with approving or rejecting the negotiated Agreement between AT&T Tennessee and Matrix within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Matrix and AT&T Tennessee aver that the Agreement is consistent with the standards for approval.

The amendment consolidates the Matrix affiliate agreements, provides for name change, adds company codes, adds Wholesale Local Switching Reciprocal Compensation terms and updates the Notices section.

AT&T Tennessee respectfully requests that the Authority approve the Agreement.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Paul Stinson", with a stylized flourish at the end.

Paul Stinson

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and Matrix Telecom, Inc., Matrix Telecom, Inc. dba Excel Telecommunications and Matrix Telecom, Inc. dba Vartec Telecom*

Docket No. \_\_\_\_\_

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE  
INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN  
AT&T TENNESSEE AND MATRIX TELECOM, INC., MATRIX TELECOM, INC. DBA EXCEL  
TELECOMMUNICATIONS AND MATRIX TELECOM, INC. DBA VARTEC TELECOM**

AT&T Tennessee ("AT&T") and Matrix Telecom, Inc., Matrix Telecom, Inc. dba Excel Telecommunications and Matrix Telecom, Inc. dba Vartec Telecom (collectively "Matrix") file this request for approval of the Amendment to the Interconnection Agreement (the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"). In support of their request, Matrix and AT&T state the following:

1. Matrix and AT&T have negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by AT&T and the resale of AT&T's telecommunications services to Matrix. A copy of the Agreement is attached hereto and incorporated herein by reference.

2. The parties have recently negotiated an amendment to the Agreement consolidating the Matrix affiliate agreements, providing for name change, adding company codes, adding Wholesale Local Switching Reciprocal Compensation terms and updating the Notices section.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Matrix and AT&T are submitting their Agreement to the TRA for its consideration and approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between AT&T and Matrix within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.


5. Matrix and AT&T aver that the Agreement is consistent with the standards for approval.

6. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, AT&T shall make available the entire Interconnection Agreement approved pursuant to 47 USC Section 252.

Matrix and AT&T respectfully request that the TRA approve the Agreement negotiated between the parties.

Respectfully submitted,

AT&T TENNESSEE

By:   
Paul Stinson  
333 Commerce Street, Suite 2102  
Nashville, Tennessee 37201-3300  
(615) 214-3839

# AMENDMENT

## BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T TENNESSEE

## AND

MATRIX TELECOM, INC., MATRIX TELECOM, INC. D/B/A EXCEL  
TELECOMMUNICATIONS, MATRIX TELECOM, INC. D/B/A VARTEC  
TELECOM



Signature: eSigned - Doug FunschSignature: eSigned - William A. BockelmanName: eSigned - Doug Funsch  
(Print or Type)Name: eSigned - William A. Bockelman  
(Print or Type)Title: Chief Financial Officer  
(Print or Type)Title: Director  
(Print or Type)Date: 17 Dec 2014Date: 18 Dec 2014

Matrix Telecom, Inc., Matrix Telecom Inc. d/b/a  
Excel Telecommunications, Matrix Telecom Inc.  
d/b/a VarTec Telecom

BellSouth Telecommunications, LLC d/b/a A&T  
TENNESSEE by AT&T Services, Inc., its authorized  
agent

Description	ACNA Code(s)
ACNA(s)	ELZ, EXL, VRT

State	CLEC OCN
TENNESSEE	5468, 7984, 8016, 9514,3051

**AMENDMENT TO THE AGREEMENT  
 BETWEEN  
 MATRIX TELECOM, INC., MATRIX TELECOM, INC. D/B/A EXCEL TELECOMMUNICATIONS,  
 MATRIX TELECOM, INC. D/B/A VARTEC TELECOM  
 AND  
 BELL SOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T TENNESSEE**

This Amendment (the "Amendment") modifies the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a **AT&T TENNESSEE** ("**AT&T TENNESSEE**") and Matrix Telecom, Inc. ("Matrix"). **AT&T TENNESSEE** and Matrix Telecom, Inc. are hereinafter referred to collectively as the "Parties" and individually as a "Party."

**WHEREAS, AT&T TENNESSEE** and Matrix are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved June 6, 2003 ("Matrix Agreement");

**WHEREAS, AT&T TENNESSEE** and Comtel Telecom Assets LP d/b/a Excel Telecommunications ("Excel") are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved August 4, 2003 ("Excel Agreement");

**WHEREAS,** Matrix represents that it acquired the assets of Comtel Telecom Assets LP d/b/a Excel Telecommunications in Tennessee, including those associated with the Excel Agreement ("Excel Assets") and Excel's ACNA and OCN;

**WHEREAS,** Matrix represents that it has authority to amend the Excel Agreement;

**WHEREAS,** with Matrix's acquisition of the Excel, Matrix desires to continue to purchase services from **AT&T TENNESSEE** under the Matrix Agreement and seeks to terminate the Excel Agreement;

**WHEREAS, AT&T TENNESSEE** and Matrix agree to amend the Matrix Agreement to reflect the name change to Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom and add ACNAs and OCNs listed in Section 4 of this Amendment to Matrix's Agreement;

**NOW, THEREFORE,** in consideration of the promises and mutual agreements set forth herein, **AT&T TENNESSEE** and Matrix agree to amend Matrix's Agreement as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and certain Schedules, Exhibits and Pricing Sheets immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Excel Agreement shall terminate upon the Effective Date of this Amendment, and for avoidance of doubt, Matrix has assumed all of the liabilities and obligations of Excel including all charges previously assessed against Excel's ACNA and OCN prior to the Effective Date of this Amendment and shall also be responsible for all **AT&T TENNESSEE** charges associated with the products and services purchased under this Agreement, including such product and services associated with ACNA ELZ, EXL, VRT and OCN 3051, 7984, 5468, 170A, 9651, starting on and continuing after the Effective Date.
3. The Matrix Agreement is hereby amended to reflect the name change from "Matrix Telecom, Inc." to "Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom."
- 3.1 **AT&T TENNESSEE** shall reflect that name change from "Comtel Telecom Assets LP d/b/a Excel Telecommunications" to "Matrix Telecom, Inc." only for the main billing account (header card) for each of the accounts previously billed to Comtel Telecom Assets LP d/b/a Excel Telecommunications. **AT&T TENNESSEE** shall not be obligated, whether under this Amendment or otherwise, to make any other changes to **AT&T TENNESSEE** records with respect to those accounts previously billed to Comtel Telecom Assets LP d/b/a Excel Telecommunications, including to the services and items provided and/or billed thereunder or under the Agreement.

## AMENDMENT – ADD WLS, TERMINATE AGREEMENT, NAME CHANGE, COMPANY CODES, NOTICE/AT&amp;T TENNESSEE

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Without limiting the foregoing, Matrix affirms, represents, and warrants that the ACNAs and OCNs for those accounts shall not change from those previously used by Comtel Telecom Assets LP d/b/a Excel Telecommunications with **AT&T TENNESSEE** for those accounts and the services and items provided and/or billed thereunder or under the Excel Agreement.

- 3.2 Once this Amendment is effective, Matrix shall operate with **AT&T TENNESSEE** under the "Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom" name for those accounts previously billed Comtel Telecom Assets LP d/b/a Excel Telecommunications. Such operation shall include, by way of example only, submitting orders under Matrix, and labeling (including re-labeling) equipment and facilities with "Matrix Telecom, Inc."
- 3.3 Matrix is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by Matrix, or by **AT&T TENNESSEE** on behalf of Matrix, for updating billing accounts previously billed to Comtel Telecom Assets LP d/b/a Excel Telecommunications.
4. The Parties agree to add the following company codes to the Agreement.  
  
ACNA "EXL," "VRT"  
  
OCN "7984," "170A," "9651"
5. The Parties agree to add the following definition to the General Terms and Conditions of the Interconnection Agreement:  
**"AT&T SOUTHEAST REGION 9-STATE"** – the AT&T owned ILEC doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
6. The Parties agree to add Exhibit A Inter-carrier Compensation for Wholesale Local Switching as Exhibit A to Attachment 4 of the Agreement.
7. The Parties agree to add the rates for Local Interconnection (Call Transport and Termination) for Wholesale Local Switching in **AT&T SOUTHEAST REGION 9-STATE** as set forth in Exhibit B, the **AT&T TENNESSEE** Pricing Sheet(s) for the State of Tennessee.
8. The Parties agree to delete and replace in its entirety Section 13 of General Terms and Conditions with the following:

13. Notices

- 13.1 Notices given by one Party to the other Party 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:
  - 13.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.
  - 13.1.2 delivered by facsimile provided CLEC and/or **AT&T TENNESSEE** has provided such information in Section 13.3 below.
  - 13.1.3 delivered by electronic mail (email) provided CLEC and/or **AT&T TENNESSEE** has provided such information in Section 13.3 below.
- 13.2 Notices will be deemed given as of the earliest of:
  - 13.2.1 the date of actual receipt;
  - 13.2.2 the next Business Day when sent via express delivery service;
  - 13.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or

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13.2.4 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.

13.2.5 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 to CLEC by **AT&T TENNESSEE**.

13.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Alex Valencia Senior Director, Government Affairs & Compliance
STREET ADDRESS	433 E. Las Colinas Blvd., Suite 500
CITY, STATE, ZIP CODE	Irving, TX 75039
PHONE NUMBER*	(972) 910-1720
FACSIMILE NUMBER	(866) 418-9750
EMAIL ADDRESS	<a href="mailto:avalencia@impacttelecom.com">avalencia@impacttelecom.com</a>
NOTICE CONTACT	ADDITIONAL CLEC CONTACT
NAME/TITLE	Contracts Management
STREET ADDRESS	433 E. Las Colinas Blvd., Suite 500
CITY, STATE, ZIP CODE	Irving, TX 75039
PHONE NUMBER*	(972) 910-1900
FACSIMILE NUMBER	(866) 418-9750
EMAIL ADDRESS	<a href="mailto:contracts@impacttelecom.com">contracts@impacttelecom.com</a>

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St. 19 <sup>th</sup> 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

13.4 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 13. 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.

13.5 **AT&T TENNESSEE** 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,



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changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

- 13.6 CARRIER may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.
9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
11. 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.

## 1.0 Intercarrier Compensation for Wholesale Local Switching Traffic

- 1.1 Where CLEC purchases local switching from AT&T SOUTHEAST REGION 9-STATE either on a stand alone basis or in combination pursuant to the terms of a separately negotiated commercial agreement (herein after referred to as "Wholesale Local Switching" or "switching on a wholesale basis"), CLEC shall establish agreements with and will deal directly with Third Party carriers, such as independent companies, ILECs, CMRS or wireless carriers and other CLECs, for purposes of reciprocal compensation for calls originated by or terminated to the End Users served by such arrangements. AT&T SOUTHEAST REGION 9-STATE is required to provide CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this Section.
- 1.2 The following intercarrier compensation terms shall apply to all traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC when CLEC purchases Wholesale Local Switching.
- 1.2.1 For calls terminating to third parties, such as other CLECs, wireless carriers and independent companies, CLEC shall establish agreements with and will deal directly with third party carriers for purposes of intercarrier compensation for calls originated by or terminated to the End Users served by such arrangements. If CLEC does not have such an agreement with a third party carrier and AT&T SOUTHEAST REGION 9-STATE is charged termination charges by a third party terminating a call originated by CLEC, or if such third party carrier bills AT&T SOUTHEAST REGION 9-STATE for terminating such calls, despite the existence of such an agreement, then AT&T SOUTHEAST REGION 9-STATE may, at its option:
- 1.2.1.1 Pay such charges as billed by the third party carrier and charge End Office Switching or its equivalent to CLEC as set forth in the pricing schedule; or
- 1.2.1.2 Pay such charges as billed by the third party carrier and CLEC will reimburse the full amount of such charges within thirty (30) days of AT&T SOUTHEAST REGION 9-STATE's request for reimbursement.
- 1.2.2 The following reciprocal compensation terms shall apply to all traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC when CLEC purchases local switching from AT&T SOUTHEAST REGION 9-STATE on a wholesale basis.
- 1.2.2.1 For intra-switch Wholesale Local Switching Traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.
- 1.2.3 For inter switch 7 or 10-digit dialed Wholesale Local Switching Traffic originated by CLEC, intercarrier compensation shall apply as follows:
- 1.2.3.1 For interswitch Wholesale Local Switching Traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC where CLEC's End User originates a call that is terminated to an AT&T SOUTHEAST REGION 9-STATE End User or to an End User served by AT&T SOUTHEAST REGION 9-STATE resold services in the AT&T SOUTHEAST REGION 9-STATE area, CLEC shall compensate AT&T for such traffic at the End Office Switching rate or its equivalent as set forth in the Pricing Schedule.
- 1.2.3.2 For calls originated by a third party and terminating to CLEC where such CLEC purchases Wholesale Local Switching from AT&T SOUTHEAST REGION 9-STATE to provide service to its End User, AT&T SOUTHEAST REGION 9-STATE shall charge the originating CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule at the terminating end office. AT&T SOUTHEAST REGION 9-STATE shall not charge the terminating CLEC for End Office Switching or its equivalent at the terminating end office.
- 1.2.4 For inter switch 7 or 10-digit dialed Wholesale Local Switching Traffic terminated by CLEC, intercarrier compensation shall apply as follows:
- 1.2.4.1 For calls originated by an AT&T SOUTHEAST REGION 9-STATE End User or by an End User served by AT&T SOUTHEAST REGION 9-STATE resold services, AT&T SOUTHEAST REGION 9-STATE shall not charge CLEC for End Office Switching at the terminating end office

- for use of the network component; therefore, CLEC may not charge AT&T SOUTHEAST REGION 9-STATE intercarrier compensation or any other charges for termination of such calls.
- 1.2.4.2 For calls originated by a third party CLEC where such CLEC purchases Wholesale Local Switching from AT&T SOUTHEAST REGION 9-STATE to provide service to its End User, AT&T SOUTHEAST REGION 9-STATE shall not charge CLEC for End Office Switching at the terminating end office for use of the network component; therefore, CLEC shall not charge the originating CLEC or AT&T SOUTHEAST REGION 9-STATE intercarrier compensation or any other charges for termination of such calls.
- 1.2.5 For intraLATA 1+ dialed Wholesale Local Switching Traffic terminating to CLEC where the originating carrier uses AT&T SOUTHEAST REGION 9-STATE's Carrier Identification Code (CIC) for its End User's LPIC, then intercarrier compensation shall apply as follows:
- 1.2.5.1 For calls originated by an AT&T SOUTHEAST REGION 9-STATE End User or by an End User served by AT&T SOUTHEAST REGION 9-STATE resold services, AT&T SOUTHEAST REGION 9-STATE shall charge CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule at the terminating end office for use of the end office switching network components used in terminating such calls. CLEC may charge AT&T SOUTHEAST REGION 9-STATE for intercarrier compensation at the rate for End Office Switching or its equivalent as set forth in the Pricing Schedule. CLEC shall not charge originating or terminating switched access rates to AT&T SOUTHEAST REGION 9-STATE for termination of those calls.
- 1.2.6 For intraLATA 1+ dialed Wholesale Local Switching Traffic originated by CLEC where CLEC uses AT&T SOUTHEAST REGION 9-STATE Carrier Identification Code (CIC) for its End User's Local Preferred Interexchange Carrier (LPIC), intercarrier compensation shall apply as follows:
- 1.2.6.1 For calls terminating to AT&T SOUTHEAST REGION 9-STATE or to an End User served by AT&T SOUTHEAST REGION 9-STATE resold services, AT&T SOUTHEAST REGION 9-STATE shall charge CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule.
- 1.2.6.2 For calls terminating to a third party LEC where such LEC is utilizing AT&T SOUTHEAST REGION 9-STATE Wholesale Local Switching to provide service to its End User, AT&T SOUTHEAST REGION 9-STATE shall charge CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule. AT&T SOUTHEAST REGION 9-STATE will not charge the terminating LEC for End Office Switching at the terminating end office. In the event that AT&T SOUTHEAST REGION 9-STATE is charged terminating charges by the LEC, AT&T SOUTHEAST REGION 9-STATE may pay such charges and CLEC will reimburse AT&T SOUTHEAST REGION 9-STATE the full amount of such charges within thirty (30) days following AT&T SOUTHEAST REGION 9-STATE's request for reimbursement.
- 1.2.7 For calls originated by or terminating to interexchange carriers (IXCs) through a switched access service arrangement, CLEC may bill the IXC in accordance with the CLEC's tariff and will not bill AT&T SOUTHEAST REGION 9-STATE any charges for such calls. CLEC shall pay AT&T SOUTHEAST REGION 9-STATE applicable charges for the use of AT&T SOUTHEAST REGION 9-STATE's network in accordance with the rates set forth in the Pricing Schedule.

PRICING SHEETS

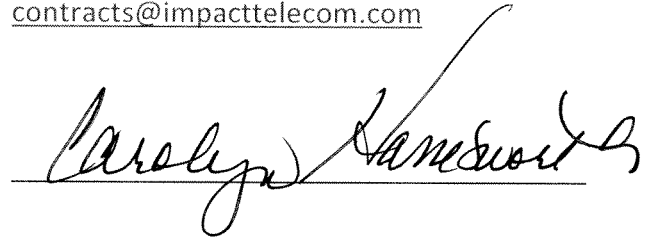
Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Switching Function, Per MOU				0.0008041			MOU

**CERTIFICATE OF SERVICE**

I hereby certify that on January <sup>23</sup>~~16~~, 2015, a copy of the foregoing document was served on the following, via the method indicated:

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

Alex Valencia, Sr. Director  
Matrix Telecom, Inc.  
433 E. Las Colinas Blvd, #500  
Irving, TX 75039  
[avalencia@impacttelecom.com](mailto:avalencia@impacttelecom.com)  
[contracts@impacttelecom.com](mailto:contracts@impacttelecom.com)

A handwritten signature in black ink, appearing to read "Carolyn Hammond", is written over a horizontal line.