



Richard T. Howell
Area Manager-Regulatory Relations

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December 5, 2018

VIA OVERNIGHT COURIER

Hon. David F. Jones, Chairman
Tennessee Public Utility Commission
502 Deaderick Street
Nashville, TN 37238

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and Matrix Telecom, LLC ("CLEC")*
Docket No. 18-00127

Dear Chairman Jones:

Enclosed for filing in the referenced docket is the original *Petition for Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and CLEC*. As required, included with this filing is the \$50 filing fee made payable to the Tennessee Public Utility Commission.

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

This Amendment modifies certain provisions related to Operations Support Systems (OSS) and/or Data Connection Security requirements, replaces Notices provisions, and changes the name from Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Matrix Business Technologies to Matrix Telecom, LLC in the underlying agreement.

AT&T Tennessee respectfully requests that the Commission approve the Amendment to the Agreement.

Sincerely,

A handwritten signature in blue ink that reads "Richard T. Howell/mr".

Richard T. Howell

RTH/mr

Enclosures

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by
AT&T Tennessee and Matrix Telecom, LLC*

Docket No. _____

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN AT&T TENNESSEE AND MATRIX TELECOM, LLC**

AT&T Tennessee ("AT&T") and Matrix Telecom, LLC ("CLEC") 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, CLEC and AT&T state the following:

1. CLEC 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 CLEC.
2. The parties have recently negotiated an amendment to the Agreement. The amendment modifies certain provisions related to Operations Support Systems (OSS) and/or Data Connection Security requirements, replaces Notices provisions, and changes the name from Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Matrix Business Technologies to Matrix Telecom, LLC in the underlying agreement. A copy of the Amendment is attached hereto and incorporated herein by reference.
3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, CLEC and AT&T are submitting their Agreement to the Tennessee Public Utility Commission for its consideration and approval. In accordance with Section 252(e) of the Act, the Tennessee Public

Utility Commission is charged with approving or rejecting the negotiated Amendment to the Agreement between AT&T and CLEC within 90 days of its submission. The Act provides that the Tennessee Public Utility Commission 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.

4. CLEC and AT&T aver that the Agreement is consistent with the standards for approval.

5. 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.

CLEC and AT&T respectfully request that the Tennessee Public Utility Commission approve the Amendment to the Agreement negotiated between the parties.

Respectfully submitted,

AT&T TENNESSEE

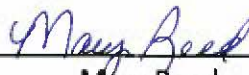
By: /s/ Richard T. Howell
Richard T. Howell
208 S Akard St, Room 2510.02
Dallas, Texas 75202
(214) 757-8099

CERTIFICATE OF SERVICE

I hereby certify that on December 5, 2018, a copy of the foregoing document was served on the following, via the method indicated:

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

Matrix Telecom, LLC
Alex Valencia
Vice President, Government Affairs &
Compliance
433 E. Las Colinas Blvd, Suite 500
Irving, TX 75039
avalencia@impacttelecom.com



Mary Reed

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 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

MATRIX TELECOM, LLC, MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A TRINSIC COMMUNICATIONS, MATRIX TELECOM, LLC D/B/A EXCEL TELECOMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A EXCEL COMMUNICATIONS D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX



TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A
EXCEL TELECOMMUNICATIONS D/B/A MATRIX BUSINESS
TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A
VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR
CHOICE COMMUNICATIONS D/B/A EXCEL
TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX
BUSINESS TECHNOLOGIES D/B/A STARTEC D/B/A TRINSIC
COMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX
TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A
EXCEL TELECOMMUNICATIONS D/B/A VARTEC TELECOM,
MATRIX TELECOM, LLC D/B/A CLEAR CHOICE
COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A
IMPACT TELECOM D/B/A TRINSIC COMMUNICATIONS D/B/A
MATRIX BUSINESS TECHNOLOGIES D/B/A VARTEC TELECOM,
MATRIX TELECOM, LLC D/B/A TRINSIC COMMUNICATIONS,
MATRIX TELECOM, LLC D/B/A EXCEL TELECOMMUNICATIONS
D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A VARTEC
TELECOM, MATRIX TELECOM, LLC D/B/A MATRIX BUSINESS
TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A CLEAR
CHOICE COMMUNICATIONS D/B/A EXCEL
TELECOMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX
TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A
EXCEL TELECOMMUNICATIONS D/B/A INTERNATIONAL
EXCHANGE COMMUNICATIONS INC. D/B/A MATRIX BUSINESS
TECHNOLOGIES D/B/A PHONE SAVE D/B/A TRINSIC
COMMUNICATIONS D/B/A VARTEC TELECOM

Signature: eSigned - Charles GriffinSignature: eSigned - William BockelmanName: eSigned - Charles Griffin

(Print or Type)

Name: eSigned - William Bockelman

(Print or Type)

Title: CEO & President

(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS

(Print or Type)

Date: 06 Nov 2018Date: 06 Nov 2018

Matrix Telecom, LLC, Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom, Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Trinsic Communications, Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a VarTec Telecom, Matrix Telecom, LLC d/b/a Excel Communications d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom, Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom, Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom, Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a VarTec Telecom, Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Trinsic Communications d/b/a Matrix Business Technologies d/b/a VarTec Telecom, Matrix Telecom, LLC d/b/a Trinsic Communications, Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a VarTec Telecom, Matrix Telecom, LLC d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a VarTec Telecom, Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a International Exchange Communications Inc. d/b/a Matrix Business Technologies d/b/a PHONE SAVE d/b/a Trinsic Communications d/b/a Vartec Telecom

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, 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	3051,4909,778B,7984	230D,8015,9528	3995
ARKANSAS	3051,4909,778B,7984	044E,9797	5569,9103
CALIFORNIA	3051,4909,778B,7984	243A,864C,9873	0746
FLORIDA	3051,4909,778B,7984	5674,839B,9454	3840
GEORGIA	3051,4909,778B,7984	398A,433C,8058	0155
ILLINOIS	3051,4909,778B,7984	000A,025C,9707	3259
INDIANA	3051,4909,7984	621A,9497	1523
KANSAS	3051,4909,778B,7984	520D,9455	5082,5675
KENTUCKY	3051,4909,778B,7984	232E,9357,9851	0327
LOUISIANA	3051,4909,778B,7984	232E,9823,9917	0123
MICHIGAN	3051,4909,778B,7984	841B,9458,9559	0333
MISSOURI	3051,4909,778B,7984	236D,3442	0326,5676
NEVADA	3051,4909,778B,7984	237D,9358,9460	2165
NORTH CAROLINA	3051,4909,778B,7984	5957,945D,9462	5558
OHIO	3051,4909,778B,7984	943B,9463,9824	5436
OKLAHOMA	3051,4909,778B,7984	783D,9464	5275,5906
SOUTH CAROLINA	3051,4909,778B,7984	362D,8016,9514	3326
TENNESSEE	3051,4909,778B,7984	170A,784D,9651	5468
TEXAS	3051,4909,778B,7984	2897,600C	3036,5167
WISCONSIN	3051,4909,788B,7984	844B,9175,9800	2133

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

**AMENDMENT TO THE AGREEMENT
BETWEEN**

MATRIX TELECOM, LLC, MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A TRINSIC COMMUNICATIONS, MATRIX TELECOM, LLC D/B/A EXCEL TELECOMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A EXCEL TELECOMMUNICATIONS D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A TRINSIC COMMUNICATIONS D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A TRINSIC COMMUNICATIONS, MATRIX TELECOM, LLC D/B/A EXCEL TELECOMMUNICATIONS D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A INTERNATIONAL EXCHANGE COMMUNICATIONS INC. D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A PHONE SAVE D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM

AND

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, 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, 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

This Amendment (the "Amendment") amends 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 Agreements as shown in the attached Exhibit A.

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

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

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 Agreements are hereby amended to reflect the name change from CLEC's Previous Legal Name to CLEC's New Legal Name as shown in 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's Previous Legal Name. 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 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 State of Wisconsin, the Parties agree replace Section 33.11.1 from Article XXXIII (OSS) -Operations Support Systems of the Agreement with the following language:

33.11 Data Connection Security Requirements

33.11.1 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 Amendment and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

33.11.1.1 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 State of Texas, the Parties agree to replace Section 8.1 from Appendix XIV Operations Support System (OSS) of the Agreement with the following language:

8. Data Connection Security Requirements

8.1 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 Amendment's Section 8 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

- 8.1.1 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 State of California, the Parties agree to replace Section 1.10 from the Appendix OSS – Resale & UNE with the following language:
- 1.10 **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 Amendment's Section 1 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.
- 1.11 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.
8. For the States of Kansas, Missouri, Nevada, Oklahoma, Arkansas, the Parties agree to replace Section 9.1 from the OSS – Operations Support Systems Attachment in the Kansas Agreement, Section 9.1 from the OSS Resale & UNE Appendix in the Nevada Agreement, Section 9.1 from Access to Operations Support System (OSS) in the Arkansas, Missouri and Oklahoma Agreements, 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 Amendment's Section 9 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.
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:
- OSS.1 **Data Connection Security Requirements**
- OSS.1.1 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 Amendment's Section and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.
- OSS.1.2 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.
10. For the States of Indiana, Michigan, Ohio, the Parties agree to add the following language to Article XXXIII Operational Support Systems in the Agreement:
- OSS.1 **Data Connection Security Requirements**

- OSS.1.1 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 Amendment's Section and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.
- OSS.1.2 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.

11. For the State of Illinois, the Parties agree to add the following language to Schedule 9.2.6 Operations Support Systems Functions in the Agreement:

4.0 Data Connection Security Requirements

- 4.1 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 Amendment's Section 4 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.
- 4.2 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.

12. The Parties agree to replace Section N from the Agreements with the following language:

N. Notices

- N.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.
- N.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 N.4 below.
- N.2.2 delivered by facsimile provided CLEC has provided such information in Section N.4 below.
- N.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.

N.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Alex Valencia Vice President, Government Affairs & Compliance
STREET ADDRESS	433 E. Las Colinas Boulevard., Suite 500
CITY, STATE, ZIP CODE	Irving, TX 75039
PHONE NUMBER*	(972) 910-1720
FACSIMILE NUMBER	(866) 418-9750
EMAIL ADDRESS	avalencia@impacttelecom.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

N.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 N. 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.

N.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 N. 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.

N.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.

13. 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.

14. 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.
15. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
16. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
17. 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.
18. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, 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")	CLEC Legal Name	New CLEC Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Matrix Telecom, LLC		Interconnection Agreement	5/6/2003
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom		Interconnection Agreement	7/21/2003
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Matrix Telecom, LLC	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Trinsic Communications	Interconnection Agreement	5/28/2003
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom	Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a VarTec Telecom	Interconnection Agreement	4/25/2003
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Matrix Telecom, LLC d/b/a Matrix Business Technologies also d/b/a Trinsic Communications	Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection Agreement	3/7/2003

AT&T ILEC ("AT&T")	CLEC Legal Name	New CLEC Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Matrix Telecom, LLC		Interconnection Agreement	8/11/2003
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Matrix Telecom, LLC d/b/a Matrix Business Technologies	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection Agreement	4/29/2003
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Matrix Business Technologies	Matrix Telecom, LLC	Interconnection Agreement	6/2/2003
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom		Interconnection Agreement	8/9/2000
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom	Matrix Telecom, LLC	Interconnection Agreement	1/23/2003
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a	Matrix Telecom, LLC d/b/a Trinsic Communications	Interconnection Agreement	3/26/2003

AT&T ILEC ("AT&T")	CLEC Legal Name	New CLEC Legal Name	Contract Type	Approval Date
	Startec Global Communications d/b/a Trinsic Communications d/b/a VarTec Telecom			
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Matrix Telecom, LLC	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a VarTec Telecom	Interconnection Agreement	4/18/2002
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom		Interconnection Agreement	3/10/2004
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA,	Matrix Telecom, LLC	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Trinsic d/b/a Matrix Business Technologies Communications d/b/a VarTec Telecom	Interconnection Agreement	10/11/2003
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Startec Global Communications	Matrix Telecom, LLC	Interconnection Agreement	4/3/2006
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Matrix Telecom, LLC	Matrix Telecom, LLC d/b/a Trinsic Communications	Interconnection Agreement	10/26/2005
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Matrix Telecom, LLC	Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a VarTec	Interconnection Agreement	8/22/2005

AT&T ILEC ("AT&T")	CLEC Legal Name	New CLEC Legal Name	Contract Type	Approval Date
		Telecom		
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Matrix Telecom, LLC	Matrix Telecom, LLC d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a VarTec Telecom	Interconnection Agreement	1/24/2007
Southwestern Bell Telephone Company d/b/a and AT&T TEXAS	Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Trinsic Communications	Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection Agreement	9/20/2005
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Matrix Telecom, LLC	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a International Exchange Communications Inc. d/b/a Matrix Business Technologies d/b/a Phone Save d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection Agreement	4/14/2003