



Richard T. Howell
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December 11, 2020

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 Fusion Cloud Services, LLC (formerly known as Birch Communications, LLC) ("CLEC")*
Docket No. 20-00137

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 changes name from Birch Communications, LLC to Fusion Cloud Services, LLC and updates Notice provisions.

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

Sincerely,

A handwritten signature in black ink that reads "Richard T. Howell".

Richard T. Howell

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 Fusion Cloud Services, LLC (formerly known as Birch Communications, LLC)*

Docket No. 20-00137

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN AT&T TENNESSEE AND FUSION CLOUD SERVICES, LLC (FORMERLY
KNOWN AS BIRCH COMMUNICATIONS, LLC)**

AT&T Tennessee ("AT&T") and Fusion Cloud Services, LLC (formerly known as Birch Communications, 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 changes the name from Birch Communications, LLC to Fusion Cloud Services, LLC and updates Notice provisions. 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

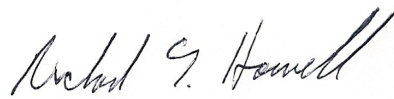
By: /s/ Richard T. Howell
Richard T. Howell
208 S Akard St, Room 2510.02
Dallas, Texas 75202
(214) 757-8099

CERTIFICATE OF SERVICE

I hereby certify that on December 11, 2020, a copy of the foregoing document was served on the following, via the method indicated:

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

Fusion Cloud Services, LLC
James P. Prenetta, Jr
Executive Vice President and General
Counsel
210 Interstate North Parkway
Suite 300
Atlanta, GA 30339
jprenetta@fusionconnect.com



Richard T. Howell

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

FUSION CLOUD SERVICES, LLC (F/K/A BIRCH COMMUNICATIONS, INC. OR BIRCH TELECOM OF MISSOURI, INC.); FUSION COMMUNICATIONS, LLC AND FUSION COMMUNICATIONS SERVICES, LLC (BOTH F/K/A CBeyond COMMUNICATIONS, LLC); FUSION TELECOM OF KANSAS, LLC (F/K/A BIRCH TELECOM OF KANSAS, INC.); FUSION CLOUD SERVICES, LLC D/B/A FUSION CLOUD



**SERVICES OF OKLAHOMA, LLC (F/K/A BIRCH TELECOM OF
OKLAHOMA, INC.); AND FUSION TELECOM OF TEXAS, LTD.,
L.L.P. (F/K/A BIRCH TELECOM OF TEXAS, LTD., LLP)**

Signature: eSigned - James P. Prenetta, Jr.Signature: eSigned - Kristen ShoreName: eSigned - James P. Prenetta, Jr.
(Print or Type)Name: eSigned - Kristen Shore
(Print or Type)Title: Executive Vice President and General Counsel Title: AVP Regulatory
(Print or Type) (Print or Type)Date: 02 Oct 2020Date: 07 Oct 2020

Fusion Cloud Services, LLC (f/k/a Birch Communications, Inc. or Birch Telecom of Missouri, Inc.); Fusion Communications, LLC and Fusion Communications Services, LLC (both f/k/a Cbeyond Communications, LLC); Fusion Telecom of Kansas, LLC (f/k/a Birch Telecom of Kansas, Inc.); Fusion Cloud Services, LLC d/b/a Fusion Cloud Services of Oklahoma, LLC (f/k/a Birch Telecom of Oklahoma, Inc.); and Fusion Telecom of Texas, Ltd., L.L.P. (f/k/a Birch Telecom of Texas, Ltd., LLP)

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7700, 6104	168C, 624A, 2720, 2828	2828, 1897, 169C, 5409
ARKANSAS	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147	674C, 283D, 3244	372F, 969A
CALIFORNIA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 7012, 4147, 4363	3621, 5370, 4961	206C, 580F, 4961, 5370, 9222

FLORIDA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147 7012, 7700, 1604, 176J	7011, 9353, 170C, 5741, 610E, 5739, 6236, 8368, 2720, 4198	2721, 1898, 206A, 4198, 5128, 018A, 0657, 152D, 155B, 177E, 3135, 3872, 700E, 2720
GEORGIA	7039, 7611, 8860, 7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104 7700, 176J	055G, 817A, 1768, 171C, 4361	1986, 2720, 4361, 053H, 144H, 5348 817A, 1769
ILLINOIS	7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104, 176J	950C	2491, 4327, 590E
INDIANA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	673C, 3241	1899, 3136
KANSAS	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	379G, 984A, 675C, 8856, 4186	4186, 4910, 4911, 9238, 8856, 0840
KENTUCKY	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147, 7700	1940, 9289, 172C, 5743, 252A, 626A, 9360, 2720	2722, 0393, 7514, 3133, 1940
LOUISIANA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7700, 6104, 4147	173C, 5015, 572A, 9316, 9567	0947, 1738, 3133, 1940
MICHIGAN	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617,	4328, 671C	288E, 2211, 4328, 9352, 9106, 562D

	6104, 7729		
MISSISSIPPI	7039, 7611, 8860,7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 8860, 6104, 4147	5744, 3239, 6236, 9292, 9337, 5317, 2720	5174, 3731, 5317, 2720
MISSOURI	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617, 6104	916F, 8665	1428, 4736, 8665, 034H,9335,215D
NEVADA	7039, 7611, 8860,7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147	253A, 3238, 515B	137H
NORTH CAROLINA	7039, 7611, 8860,7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7700, 4147, 6104	175C, 5745, 577A, 9317, 9354, 3137, 3758	3758, 2435, 3137, 2720
OHIO	7039, 7611, 8860,7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104	672C, 007A	2212, 230F, 159D, 4329
OKLAHOMA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	921A, 3237	4833, 3642, 9223, 9575
SOUTH CAROLINA	7039, 7611, 8860,7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775,7700, 4147, 6104	8067, 174C, 5746, 5369, 3094	2441, 3094, 5369, 9318
TENNESSEE	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F,	476C, 5859, 5390, 579A, 3290, 1739	3290, 5390

	7096, 307G, 7276, 7775, 7700, 6104, 4147		
TEXAS	176J, 7039, 7611, 8860, 7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	6239, 496A, 9589, 3750, 4737, 4364	2152, 4330, 4833, 9473, 3750, 4737, 8861, 9221, 4911
WISCONSIN	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617, 6104, 7729	247D, 5240, 3246	1747, 247D, 3246, 5240

Description	ACNA Code(s)
ACNA(s)	AXJ, BYG, ENC, IOX, NIK, SEQ, SUU, TTU, UID, VLK

**AMENDMENT TO
INTERCONNECTION AND/OR RESALE AGREEMENTS
BY AND 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 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, AND WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

FUSION CLOUD SERVICES, LLC (F/K/A BIRCH COMMUNICATIONS, INC. OR BIRCH TELECOM OF MISSOURI, INC.); FUSION COMMUNICATIONS, LLC AND FUSION COMMUNICATIONS SERVICES, LLC (BOTH F/K/A CBeyond COMMUNICATIONS, LLC); FUSION TELECOM OF KANSAS, LLC (F/K/A BIRCH TELECOM OF KANSAS, INC.); FUSION CLOUD SERVICES, LLC D/B/A FUSION CLOUD SERVICES OF OKLAHOMA, LLC (F/K/A BIRCH TELECOM OF OKLAHOMA, INC.); AND FUSION TELECOM OF TEXAS, LTD., L.L.P. (F/K/A BIRCH TELECOM OF TEXAS, LTD., LLP)

This Amendment (the "Amendment") amends each interconnection and/or resale agreement by and between each AT&T entity listed in each row of Column A of Exhibit A and each Fusion Legacy Birch Entity ("FLBE") listed in Column B of the same row of Exhibit A (collectively, "Agreements"). Each party is hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on June 3, 2019, Fusion Connect, Inc. and its subsidiaries (collectively, "Fusion") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the Southern District of New York, in Case No. 19-11811 (the "Bankruptcy Court");

WHEREAS, by order dated December 17, 2019, the Bankruptcy Court confirmed the *Third Amended Joint Chapter 11 Plan of Fusion, Connect, Inc., and Its Subsidiary Debtors*, Doc. No. 680 (the "Plan");

WHEREAS, on January 2, 2020, the Bankruptcy Court entered the *Stipulation, Agreement, and Order Resolving AT&T's Objection to Proposed Cured Amount*, Doc No. 703 (the "Stipulation") pursuant to which all contracts and agreements between AT&T Corp. and its affiliates (collectively, "AT&T") and Fusion (collectively, the "Stipulation Contracts"), were to be assumed by Fusion on the effective date of the Plan (which under the Plan was January 14, 2020, see Doc. 725);

WHEREAS, in connection with the Stipulation, AT&T and Fusion agreed to certain amendments to the Stipulation Contracts set forth in a term sheet ("Term Sheet") that states the amendments would be effective on the Effective Date, which is also the effective date of the Plan;

WHEREAS, in 2018, Birch Communications, Inc. underwent an organizational change pursuant to which certain of its affiliated entities listed in this Agreement became indirect subsidiaries of Fusion Connect, Inc. and certain other affiliated entities of Birch Communications, Inc. were spun off to Lingo Management, LLC, which is a wholly owned subsidiary of Lingo Communications, LLC; and

WHEREAS, each FLBE listed in each row of Column B of Exhibit A changed its legal name and wishes to reflect its name change as set forth in Column C of the same row of Exhibit A, as applicable ("Fusion's New Legal Name" or "FNLN") in each of the Agreements listed in each row of Exhibit A; and

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, along with Exhibit A attached hereto, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. Each of the Agreements listed in each row of Exhibit A is hereby amended to reflect the applicable name change from the FLBE shown in each row of Column B of Exhibit A to the FNLN as shown in Column C of same row of Exhibit A.
3. For each account previously billed to a specific FLBE, AT&T shall reflect that name change from the applicable FLBE to the applicable FNLN only for the main billing account (header card). 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, the applicable FNLN affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by the applicable FLBE with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
4. Upon execution of this Amendment by the Parties, each FLBE shall operate with AT&T under the applicable FNLN for those accounts. Such operation shall include, by way of example only, submitting orders under the applicable FNLN, and may include labeling (including re-labeling) equipment and facilities with the applicable FNLN. Any change in a FLBE name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only the FLBE's name is changing, and no FLBE Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a name change ("Name Change") under this Section. For any Name Change and if requested by AT&T, the applicable FNLN is responsible for (a) 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; and (b) for any future Name Change, FNLN must submit the appropriate service request to AT&T-21STATE to update all applicable billing accounts (BANs). Subject to the Term Sheet, each Fusion entity associated with a FNLN under the ICAs listed in Exhibit A is responsible for the applicable processing/administration and nonrecurring charges for each service request, if applicable. Should any Fusion entity associated with a FNLN under the ICAs listed in Exhibit A desire to change its name on individual circuits and/or End User records, the FNLN must submit the appropriate service request(s) to AT&T-21STATE to update the FNLN on individual circuits and/or End User records, and such FNLN is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
5. The Notices Section from the Agreements are replaced with the notices language below. References to CLEC below shall be to the applicable FNLN listed in Column C of Exhibit A for each of the Agreements listed in each row of Exhibit A.

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	James P. Prenetta, Jr. Executive Vice President and General Counsel
STREET ADDRESS	210 Interstate North Parkway, Suite 300
CITY, STATE, ZIP CODE	Atlanta, GA 30339
PHONE NUMBER*	212-201-2425
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	Jprenetta@fusionconnect.com
With a copy to:	
NAME/TITLE	Pamela L. Hintz Vice President of Regulatory Compliance
STREET ADDRESS	210 Interstate North Parkway, Suite 300
CITY, STATE, ZIP CODE	Atlanta, GA 30339
PHONE NUMBER*	978-848-2055
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	pamela.hintz@fusionconnect.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. CLEC may change and/or add to the OCN and/or ACNA information in its CLEC Profiles and in doing so, CLEC shall also update its CLEC Profiles 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 the CLEC Profile changes have been fully implemented.
- N.6.2 For a period of not more than one hundred and twenty (120) days after the date of last signature to this Amendment, CLEC may be able to place orders for certain services from AT&T without having properly updated its existing CLEC Profiles. Thereafter, AT&T may at any time at its discretion eliminate such functionality without additional notice. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities may cease until CLEC has updated its CLEC Profile and AT&T has had time to validate and implement the CLEC Profile changes, usually within thirty (30) days of CLEC notifying AT&T that it had completed such updates.
- 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.
6. Other than the Chapter 11 case referenced above in the recitals, in the event that a voluntary or involuntary petition is filed by or against CLEC under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding shall be known as an "Insolvency Proceeding"), then: (a) all rights of AT&T under such laws, including, without limitation, all rights of AT&T under 11 U.S.C. § 366, shall be preserved, and CLEC's assumption of this Agreement shall in no way impair such rights of AT&T; and (b) all rights of CLEC resulting from CLEC's assumption of this Agreement shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to AT&T pursuant to 11 U.S.C. § 366. All monetary obligations of the parties to one another under CLEC's Agreement(s) shall remain in full force and effect unless otherwise negotiated and shall constitute monetary obligations of the parties under this Agreement. In the event that this Agreement is assumed pursuant to 11 U.S.C. § 365 or any other similar law in an Insolvency Proceeding, such monetary obligations shall be cured as part of such assumption unless otherwise agreed and memorialized by CLEC and AT&T in writing.
7. This Amendment shall be deemed to revise the terms and provisions of each of the Agreements 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 any of the Agreements (including all incorporated or accompanying Appendices, Addenda, and Exhibits to a particular Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in a particular Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
8. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying each of the Agreements (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 any of the Agreements or which may be the subject of further review).
9. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreements, but rather, shall be coterminous with such Agreements.
10. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENTS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
11. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterpart shall together constitute one and the same instrument.
12. This Amendment shall be filed with the applicable state Commission and effective as follows: For Alabama, Arkansas, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, this Amendment is 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 Entity Name ("AT&T")	Fusion's Legacy Birch Entity ("FLBE")	Fusion's New Legal Name ("FNLN")	Fusion ACNA	Fusion CLEC OCN	Fusion ULEC/UNEP OCN	Fusion Resale OCN	CIC Code	Contract Type	Approved Date
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F	Col. G	Col. H	Col. I	Col. J
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA;	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG ENC TTU UID	2828, 1897, 169C, 5409,	168C, 624A, 2720, 2828	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7700, 6104	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	7/1/2008
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Birch Communications, Inc. d/b/a Birch Communications	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG ENC	372F, 969A	674C, 283D, 3244	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147,	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	1/21/2009
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Cbeyond Communications, LLC	Fusion Communications, LLC	AXJ, IOX, VLK, BYG, NIK, SUU, UID, ENC	206C, 580F, 4961, 5370, 9222	3621, 5370, 4961	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 7012, 4147, 4363	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	1/19/2008
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, ENC, SUU, TTU, UID	2721, 1898, 206A, 4198, 5128, 018A, 0657, 152D, 155B, 177E, 3135, 3872, 2720	7011, 9353, 170C, 5741, 610E, 5739, 6236, 8368, 2720, 4198	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147 7012, 7700, 1604	5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	5/26/2010

AT&T ILEC Entity Name ("AT&T")	Fusion's Legacy Birch Entity ("FLBE")	Fusion's New Legal Name ("FNLN")	Fusion ACNA	Fusion CLEC OCN	Fusion ULEC/UNEP OCN	Fusion Resale OCN	CIC Code	Contract Type	Approved Date
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F	Col. G	Col. H	Col. I	Col. J
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Cbeyond Communications, LLC	Fusion Communications, LLC (d/b/a Fusion Communications Services, LLC)	BYG	700E		176J	5954	Interconnection Agreement	6/27/2007
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, ENC, TTU, UID	1986, 2720, 4361, 053H, 144H 5348 817A	055G, 817A, 1768,171C, 4361	7039, 7611, 8860, 7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104 7700	5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/8/2008
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Cbeyond Communications, LLC	Fusion Communications Services, LLC	BYG	1769		176J	5954	Interconnection Agreement	1/9/2007
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS (Previously referred to as Illinois Bell Telephone Company d/b/a AT&T ILLINOIS)	Cbeyond Communications, LLC	Fusion Communications, LLC	AXJ, IOX, VLK, BYG, ENC, UID	2491, 4327, 590E	950C	7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104, 176J	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/18/2004
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, UID, ENC	1899, 3136	673C, 3241	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	6/7/2007
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Birch Telecom of Kansas, Inc.	Fusion Telecom of Kansas, LLC	AXJ, IOX, VLK, BYG, UID, ENC	4186, 4910, 4911, 9238, 8856, 0840	379G, 984A, 675C,8856, 4186	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	5954, 5530, 5957, 5533, 0678, 0859	Interconnection Agreement	1/25/2006
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG,	2722, 0393, 7514,	1940, 9289, 172C, 5743, 252A, 626A, 9360, 2720	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G,	5954, 5530, 5957, 5533,	Interconnection Agreement	6/27/2008

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Col. A	Col. B	Col. C	Col. D	Col. E	Col. F	Col. G	Col. H	Col. I	Col. J
			UID, SEQ, ENC, TTU,	3133, 1940		384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147, 7700	0678, 0679, 0859		
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, TTU, UID	0947, 1738, 3133, 1940	173C, 5015, 572A, 9316, 9567	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7700, 6104, 4147	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	9/11/2008
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Cbeyond Communications, LLC	Fusion Communications, LLC	AXJ, IOX, VLK, BYG, UID, ENC	288E, 2211, 4328, 9352, 9106, 562D	4328, 671C	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617, 6104, 7729	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	11/9/2006
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Birch Telecom of Missouri, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG UID, ENC	1428, 4736, 8665, 034H, 9335, 215D	916F, 8665	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617, 6104	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/12/2005
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, UID	5174, 3731, 5317, 2720	5744, 3239, 6236, 9292, 9337, 5317, 2720	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 8860, 6104, 4147	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/22/2008
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK,	137H	253A, 3238, 515B	7039, 7611, 8860, 7096, 176J, 7617,	5954, 5530, 5957,	Interconnection Agreement	4/14/2014

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Col. A	Col. B	Col. C	Col. D	Col. E	Col. F	Col. G	Col. H	Col. I	Col. J
			BYG, ENC			165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147	5533, 0678, 0679 0859		
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Birch Communications Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, TTU, UID	3758, 2435, 3137, 2720	175C, 5745, 577A, 9317, 9354, 3137, 3758	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7700, 4147, 6104	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/8/2008
The Ohio Bell Telephone Company d/b/a AT&T Ohio	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, UID	2212, 230F, 159D, 4329	672C, 007A	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104	5954, 5530, 5957, 5533, 0678, 0679 0859	Interconnection Agreement	8/9/2007
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Birch Telecom of Oklahoma, Inc.	Fusion Cloud Services, LLC (d/b/a Fusion Cloud Services of Oklahoma, LLC)	AXJ, IOX, VLK, BYG, UID, ENC	4833, 3642, 9223, 9575	921A, 3237	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/24/2006
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, TTU, UID	2441, 3094, 5369, 9318	8067, 174C, 5746, 5369, 3094	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7700, 4147, 6104	5954, 5530, 5957, 5533, 0678, 0679 0859	Interconnection Agreement	7/16/2008
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, TTU,	3290, 5390	476C, 5859, 5390, 579A, 3290, 1739	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F,	5954, 5530, 5957, 5533, 0678,	Interconnection Agreement	7/14/2008

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Col. A	Col. B	Col. C	Col. D	Col. E	Col. F	Col. G	Col. H	Col. I	Col. J
			ENC, UID			7096, 307G, 7276, 7775, 7700, 6104, 4147	0679 0859		
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Birch Telecom of Texas Ltd., L.L.P.	Fusion Telecom of Texas, Ltd., LLP	AXJ, IOX, VLK, UID, ENC, NIK	4330, 4833, 9473, 3750, 4737, 8861, 9221, 4911	6239, 496A, 9589, 3750, 4737, 4364	7039, 7611, 8860, 7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/29/2005
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Cbeyond Communications, LLC	Fusion Communications, LLC (d/b/a Fusion Communications Services, LLC)	BYG	2152		176J	5954	Interconnection Agreement	8/29/2005
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, UID	1747, 247D, 3246, 5240	247D, 5240, 3246	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617, 6104, 7729	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/6/2007