AT&T Wholesale Agreement

Contract Number: 7999

Customer Name: Infotelecom, LLC

Infotelecom, LLC (FL, GA, KY, NC) adoption Global Crossing Local Services,	2
Inc. and Global Crossing Telemanagement. Inc. Adoption_Papers	3
Signature Page	5
Exhibit 1	6

CLEC Agreement with:

Infotelecom, LLC

Page 3 of 57 CCCS 2 of 6

MFN AGREEMENT

This MFN Agreement ("MFN Agreement"), which shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days after approval by such Commission ("Effective Date"), is entered into by and between Infotelecom, LLC ("Infotelecom"), a Delaware limited liability company on behalf of itself, and BellSouth Telecommunications, Inc. d/b/a AT&T Florida, AT&T Georgia, AT&T Kentucky and AT&T North Carolina, ("AT&T"), having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, Infotelecom has requested that AT&T make available the Interconnection Agreement in its entirety executed between AT&T and Global Crossing Local Services, Inc. and Global Crossing Telemanagement, Inc. dated October 20, 2006 for the State(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee ("Interconnection Agreement").

WHEREAS, pursuant to Section 252(i) of the Act, for purposes of this MFN Agreement, CLEC has adopted the Interconnection Agreement for the State(s) of Florida, Georgia, Kentucky and North Carolina;

NOW, **THEREFORE**, in consideration of the promises and mutual covenants of this MFN Agreement, Infotelecom and AT&T hereby agree as follows:

- 1. <u>AT&T-9STATE</u> shall be defined as the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
- 2. Infotelecom and AT&T shall adopt in its entirety the Interconnection Agreement dated October 20, 2006 and any and all amendments to said Interconnection Agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this MFN Agreement. The Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this Interconnection Agreement with amendment(s) consists of the following:

ITEM	NO.
	PAGES
Table of Contents	1
Title Page	1
Adoption Papers	2
Signature Page	1
Exhibit 1 Cover Page	1
Global Crossing Local Services, Inc. and Global Crossing	432
Telemanagement, Inc. Agreement	
TOTAL	438

- 3. In the event that Infotelecom consists of two (2) or more separate entities as set forth in the preamble to this MFN Agreement, all such entities shall be jointly and severally liable for the obligations of Infotelecom under this MFN Agreement.
- 4. The term of this MFN Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2 of the General Terms and Conditions of the Interconnection Agreement. For the purposes of determining the expiration date of this MFN Agreement, the expiration date shall be November 18, 2011.
- 5. Infotelecom shall accept and incorporate any approved amendments to the Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.
- 6. In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement with respect to any orders, decisions, legislation or proceedings and any remands

Page 4 of 57 CCCS 3 of 6

PAGE 2 OF 2 Infotelecom VERSION – 04/16/09

by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.

7. Every notice, consent or approval of a legal nature, required or permitted by this MFN Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid addressed to:

To AT&T:

Contract Management ATTN: Notices Manager 311 S. Akard, 9th Floor Dallas, TX 75202-5398

Facsimile Number: 214-464-2006

With a Copy To:

Business Markets Attorney Suite 4300 675 W. Peachtree St. Atlanta, GA 30375

To Infotelecom, LLC:

Alex Ponnath Vice President of Local Network Operations 1228 Euclid Avenue Suite 390 Cleveland, OH 44115 216-373-4699

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this MFN Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

Page 5 of 57 CCCS 4 of 6

INTERCONNECTION ADOPTION AGREEMENT/AT&T-9STATE PAGE 1 OF 1 Infotelecom VERSION - 04/16/09

Infotelecom, LLC			AT&T and	uth Telecommunications, Inc. Florida, AT&T Georgia, AT&T Ko AT&T North Carolina, by tions, Inc., its authorized agent	
Ву:	. <u>I</u>		Ву:	Gelodur	
Name: Alex	Ronna	12	Name:	Eddie A. Reed, Jr.	
Title: VPot	Local Netw	erk Operation	Title:	Director-Interconnection Agreeme	nts
_	110/2000	•	Date:	6-23-09	
	RESALE OCN	ULEC OCN CL	EC OCN		
FLORIDA			·····		
GEORGIA	****				
KENTUCKY	***************************************		······		
NORTH CAROLINA					

ACNA

EXHIBIT 1

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AT&T Wholesale Amendment

Contract Number: 17325

072012

AMENDMENT TO THE AGREEMENT BETWEEN INFOTELECOM, LLC AND

BELLSOUTH TELECOMMUNICATIONS, LLC d/b/a AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY and AT&T NORTH CAROLINA

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC (previously referred to as BellSouth Communications, Inc.) d/b/a AT&T Florida, AT&T Georgia, AT&T Kentucky and AT&T North Carolina ("AT&T") and Infotelecom, LLC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), executed June 23, 2009 and as subsequently amended (the "Agreement"); and

WHEREAS, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 in FCC 11-189 ("the Order"), the Parties desire to amend the Agreement to implement the terms of the Order.

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

- 1. The above recitals are hereby incorporated in their entirety into this Amendment.
- 2. Parties agree to replace the terms and conditions in Section 8.1.9 of Attachment 3 with the following:
 - 8.1.9 The Parties agree that calls that originate in IP format and terminate in TDM or originate in TDM and terminate in IP which cross different local calling area boundaries or LATAs constitute Switched Access Traffic or IntraLATA Toll Traffic properly subject to applicable and effective switched access tariffs. Consistent with FCC orders, intrastate originating access traffic shall be subject to intrastate switched access rates.
- 3. 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.
- 4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 6. This Amendment shall be filed with and is subject to approval by the Florida Public Service Commission, Georgia Public Service Commission, Kentucky Public Service Commission and North

PAGE 2 OF 3 INFOTELECOM 072012

Carolina Utilities Commission; and shall become effective ten (10) days following approval by such Commission.

AMENDMENT - FCC ICC ORDERS/AT&T-9STATE PAGE 3 OF 3 INFOTELECOM 072012

Infotelecom, LLC

BellSouth Telecommunications, LLC d/b/a AT&T Florida, AT&T Georgia, AT&T Kentucky and AT&T North Carolina, by AT&T Services, Inc., its authorized agent

Patrick Doherty

Printed: Kyle V BER TRANO Printed: ______

Title: Vf of Notwork Planning & Regulatory Title: _____

Director - Regulatory

(Print or Type)

Date: 7-25-12

	Resale OCN	CLEC OCN
FLORIDA	847E	276D
GEORGIA	847E	277D
NORTH CAROLINA	847E	779F
ACNA -	1FX	

AT&T Wholesale Amendment

Contract Number: 17908

PAGE 1 OF 4 BROADVOX-CLEC 021413

AMENDMENT TO THE AGREEMENT BETWEEN INFOTELECOM, LLC AND BROADVOX-CLEC, LLC AND BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC (previously referred to as BellSouth Telecommunications, Inc.) d/b/a AT&T Florida ("AT&T Florida") and Infotelecom, LLC ("Infotelecom"). AT&T Florida and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T Florida and Infotelecom are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved on October 4, 2009 in Docket #090355-TP ("Interconnection Agreement");

WHEREAS, on or about October 18, 2011, Infotelecom filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Northern District of Ohio (the "Bankruptcy Court"), Case No. 11-18945;

WHEREAS, on February 15, 2012, Infotelecom filed its Chapter 11 plan and disclosure statement, thereafter amended on April 27, 2012 and confirmed by the Bankruptcy Court on June 6, 2012 (the "Plan"), which provides for the sale of substantially all Infotelecom's assets, including the assumption and assignment of the Interconnection Agreements to The Broadvox Holding Company, LLC ("Broadvox Holding"), or such other entity that submits the highest and best bid for such assets;

WHEREAS, on March 21, 2012, the Bankruptcy Court approved the Stipulated Order Resolving Disputed Matters between certain AT&T companies, including AT&T Florida, and Infotelecom, wherein AT&T consented to the assumption and assignment of the Interconnection Agreement (the "Stipulated Order");

WHEREAS, on April 20, 2012, an Asset Purchase Agreement ("APA") was executed between Infotelecom, LLC and Broadvox Holding. The APA was subsequently assigned to Broadvox-CLEC, LLC ("Broadvox-CLEC") pursuant to an Assignment and Assumption Agreement, dated July 2, 2012, whereby Broadvox-CLEC assumed all of Broadvox Holding's right, title and interest in the APA. Consequently, Broadvox-CLEC is the ultimate transferee of the acquired assets; and

WHEREAS, AT&T consents to the assumption by Infotelecom and Infotelecom's assignment to Broadvox-CLEC of the Interconnection Agreement;

NOW, **THEREFORE**, in consideration of the promises and mutual agreements set forth herein, AT&T Florida, Infotelecom, LLC and Broadvox-CLEC agree to amend the Interconnection Agreement as follows:

1. The Interconnection Agreement is hereby amended to effectuate the modifications ordered in the Stipulated Order. Following the effective date of this Amendment, all references to "Infotelecom, LLC" in the Interconnection Agreement and its amendments shall constitute references to "Broadvox-CLEC, LLC".

021413

- 2. AT&T Florida shall reflect that name change from "Infotelecom, LLC" to "Broadvox-CLEC, LLC" only for the main billing account (header card) for each of the accounts previously billed to Infotelecom. AT&T Florida shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T Florida's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Interconnection Agreement.
- 3. Once this Amendment is effective, Broadvox-CLEC shall operate with AT&T Florida under the "Broadvox-CLEC" name for those accounts. Such operation shall include, by way of example only, submitting orders under Broadvox-CLEC, and labeling (including re-labeling) equipment and facilities with Broadvox-CLEC.
- 4. Broadvox-CLEC is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by Broadvox-CLEC, or by AT&T Florida on behalf of Broadvox-CLEC, for updating billing accounts and End User records.
- 5. The Parties agree to revise subsection 17.1 of Section 17 of the General Terms and Conditions of the Interconnection Agreement to reflect that notices should be sent to the following. All other subsections in Section 17 shall remain unchanged.

17. Notices

- 17.1 Subject to Section 17.2, 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:
 - 17.1.1 delivered personally;
 - 17.1.2 delivered by express overnight delivery service;
 - 17.1.3 mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; or
 - 17.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described in (a), (b) or (c) of this Section 17;
 - 17.1.5 delivered by electronic mail (email) provided either Party has provided such information in Section 17.3 below.
 - 17.1.6 Notices will be deemed given as of the earliest of:
 - 17.1.6.1 the date of actual receipt;
 - 17.1.6.2 the next Business Day when sent via express overnight delivery service;
 - 17.1.6.3 five (5) days after mailing in the case of first class or certified U.S. Postal Service;
 - 17.1.6.4 the date set forth on the confirmation produced by the sending facsimile machine; when delivered to the recipient prior to 5:00 p.m. Central Standard Time, but the next Business Day when delivered to the recipient 5:00 p.m. or later Central Standard Time.
 - 17.1.6.5 notice by email shall be effective on the date it is officially recorded as delivered by the recipient's delivery receipt when delivered prior to 5:00 p.m. Central Standard Time, but the next Business Day when delivered to the recipient 5:00 p.m. or later Central Standard Time. 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-22STATE.

17.1.7 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Kyle Bertrand VP of Network Planning and Regulatory
STREET ADDRESS	75 Erieview Plaza, Suite 400
CITY, STATE, ZIP CODE	Cleveland, Ohio 44114
PHONE NUMBER*	(216) 373-4636
FACSIMILE NUMBER	(216) 373-0950
EMAIL ADDRESS	kbertrand@broadvox.com

With a Copy To:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Alex Gertsburg
STREET ADDRESS	75 Erieview Plaza, Suite 400
CITY, STATE, ZIP CODE	Cleveland, Ohio 44114
PHONE NUMBER*	(216) 373-4811
FACSIMILE NUMBER	(216) 373-4812
EMAIL ADDRESS	agertsburg@broadvox.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 9 th floor Four AT&T Plaza
CITY,STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006
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.

- 17.1.8 Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated contact, address, telephone and/or facsimile number for the receipt of notices shall be deemed effective ten (10) days following receipt by the other Party.
- 6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 8. This Amendment shall be filed with and is subject to approval by the Florida Public Service Commission and shall become effective ten (10) days following approval by such Commission ("Effective Date").

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AMENDMENT - ASSUMPTION AND ASSIGNMENT OF AGREEMENTS/BELLSOUTH TELECOMMUNICATIONS, LLC

PAGE 4 OF 4 **BROADVOX-CLEC** 021413

Broadvox-CLEC, LLC	BellSouth Telecommunications, LLC d/b/a AT&T Florida by AT&T Services, Inc., its authorized agent
Ву:	By: Catholic Streets
Printed: Elegene Schemin	Printed: Patrick Doherty
Title Chief Operational Efficience (Print or Type) File en	Title:
Date: 9/8/13	Date: 2-27-/3
Infotelecom, LLC	

Printed: Kele V. BERTRAND

Title: What Notwork Planning Regulatory

Date: 2/15/2013

AT&T Wholesale Amendment

Contract Number: 17910

PAGE 1 OF 4 BROADVOX-CLEC 021413

AMENDMENT TO THE AGREEMENT BETWEEN INFOTELECOM, LLC AND BROADVOX-CLEC, LLC AND BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T GEORGIA

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC (previously referred to as BellSouth Telecommunications, Inc.) d/b/a AT&T Georgia ("AT&T Georgia") and Infotelecom, LLC ("Infotelecom"). AT&T Georgia and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T Georgia and Infotelecom are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved on September 4, 2009 in Docket #30111-U ("Interconnection Agreement");

WHEREAS, on or about October 18, 2011, Infotelecom filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Northern District of Ohio (the "Bankruptcy Court"), Case No. 11-18945;

WHEREAS, on February 15, 2012, Infotelecom filed its Chapter 11 plan and disclosure statement, thereafter amended on April 27, 2012 and confirmed by the Bankruptcy Court on June 6, 2012 (the "Plan"), which provides for the sale of substantially all Infotelecom's assets, including the assumption and assignment of the Interconnection Agreements to The Broadvox Holding Company, LLC ("Broadvox Holding"), or such other entity that submits the highest and best bid for such assets;

WHEREAS, on March 21, 2012, the Bankruptcy Court approved the Stipulated Order Resolving Disputed Matters between certain AT&T companies, including AT&T Georgia, and Infotelecom, wherein AT&T consented to the assumption and assignment of the Interconnection Agreement (the "Stipulated Order");

WHEREAS, on April 20, 2012, an Asset Purchase Agreement ("APA") was executed between Infotelecom, LLC and Broadvox Holding. The APA was subsequently assigned to Broadvox-CLEC, LLC ("Broadvox-CLEC") pursuant to an Assignment and Assumption Agreement, dated July 2, 2012, whereby Broadvox-CLEC assumed all of Broadvox Holding's right, title and interest in the APA. Consequently, Broadvox-CLEC is the ultimate transferee of the acquired assets; and

WHEREAS, AT&T consents to the assumption by Infotelecom and Infotelecom's assignment to Broadvox-CLEC of the Interconnection Agreement;

NOW, **THEREFORE**, in consideration of the promises and mutual agreements set forth herein, AT&T Georgia, Infotelecom, LLC and Broadvox-CLEC agree to amend the Interconnection Agreement as follows:

1. The Interconnection Agreement is hereby amended to effectuate the modifications ordered in the Stipulated Order. Following the effective date of this Amendment, all references to "Infotelecom, LLC" in the Interconnection Agreement and its amendments shall constitute references to "Broadvox-CLEC, LLC".

021413

- 2. AT&T Georgia shall reflect that name change from "Infotelecom, LLC" to "Broadvox-CLEC, LLC" only for the main billing account (header card) for each of the accounts previously billed to Infotelecom. AT&T Georgia shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T Georgia's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Interconnection Agreement.
- 3. Once this Amendment is effective, Broadvox-CLEC shall operate with AT&T Georgia under the "Broadvox-CLEC" name for those accounts. Such operation shall include, by way of example only, submitting orders under Broadvox-CLEC, and labeling (including re-labeling) equipment and facilities with Broadvox-CLEC.
- 4. Broadvox-CLEC is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by Broadvox-CLEC, or by AT&T Georgia on behalf of Broadvox-CLEC, for updating billing accounts and End User records.
- 5. The Parties agree to revise subsection 17.1 of Section 17 of the General Terms and Conditions of the Interconnection Agreement to reflect that notices should be sent to the following. All other subsections in Section 17 shall remain unchanged.

17. Notices

- 17.1 Subject to Section 17.2, 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:
 - 17.1.1 delivered personally;
 - 17.1.2 delivered by express overnight delivery service;
 - 17.1.3 mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; or
 - 17.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described in (a), (b) or (c) of this Section 17;
 - 17.1.5 delivered by electronic mail (email) provided either Party has provided such information in Section 17.3 below.
 - 17.1.6 Notices will be deemed given as of the earliest of:
 - 17.1.6.1 the date of actual receipt;
 - 17.1.6.2 the next Business Day when sent via express overnight delivery service;
 - 17.1.6.3 five (5) days after mailing in the case of first class or certified U.S. Postal Service;
 - 17.1.6.4 the date set forth on the confirmation produced by the sending facsimile machine; when delivered to the recipient prior to 5:00 p.m. Central Standard Time, but the next Business Day when delivered to the recipient 5:00 p.m. or later Central Standard Time.
 - 17.1.6.5 notice by email shall be effective on the date it is officially recorded as delivered by the recipient's delivery receipt when delivered prior to 5:00 p.m. Central Standard Time, but the next Business Day when delivered to the recipient 5:00 p.m. or later Central Standard Time. In the absence of such record of delivery, it shall be presumed to have been delivered on the date sent to CLEC by <u>AT&T-22STATE</u>.

17.1.7 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Kyle Bertrand VP of Network Planning and Regulatory
STREET ADDRESS	75 Erieview Plaza, Suite 400
CITY, STATE, ZIP CODE	Cleveland, Ohio 44114
PHONE NUMBER*	(216) 373-4636
FACSIMILE NUMBER	(216) 373-0950
EMAIL ADDRESS	kbertrand@broadvox.com

With a Copy To:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Alex Gertsburg
STREET ADDRESS	75 Erieview Plaza, Suite 400
CITY, STATE, ZIP CODE	Cleveland, Ohio 44114
PHONE NUMBER*	(216) 373-4811
FACSIMILE NUMBER	(216) 373-4812
EMAIL ADDRESS	agertsburg@broadvox.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 9 th floor Four AT&T Plaza
CITY,STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006
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.

- 17.1.8 Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated contact, address, telephone and/or facsimile number for the receipt of notices shall be deemed effective ten (10) days following receipt by the other Party.
- 6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 8. This Amendment shall be filed with and is subject to approval by the Georgia Public Service Commission and shall become effective ten (10) days following approval by such Commission ("Effective Date").

AMENDMENT - ASSUMPTION AND ASSIGNMENT OF AGREEMENTS/BELLSOUTH TELECOMMUNICATIONS, LLC

PAGE 4 OF 4 BROADVOX-CLEC 021413

Broadvox-CLEC, LLC	BellSouth Telecommunications, LLC d/b/a AT&T Georgia by AT&T Services, Inc., its authorized agent		
Ву:	By:ceftslaty		
Printed: Eligene Blumin	Printed: Patrick Doherty		
Title: Chief Operational Effects (Print or Type) = = = = = = = = = = = = = = = = = = =	Title: Director - Regulatory (Print or Type)		
Date: 9/8/13	Date: 2-27-13		
Infotelecom, LLC			
By: KW. Rt			
Printed: XYle V. Beretrani	D		
Title: <u>VPNefavork</u> Pla,	nning & Rogulatous		
Date: 2//5//3			

AT&T Wholesale Amendment

Contract Number: 17909

PAGE 1 OF 4 BROADVOX-CLEC 021413

AMENDMENT TO THE AGREEMENT BETWEEN INFOTELECOM, LLC AND BROADVOX-CLEC, LLC AND BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T KENTUCKY

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC (previously referred to as BellSouth Telecommunications, LLC) d/b/a AT&T Kentucky ("AT&T Kentucky") and Infotelecom, LLC ("Infotelecom"). AT&T Kentucky and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T Kentucky and Infotelecom are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved on August 4, 2009 in Docket #01051 ("Interconnection Agreement");

WHEREAS, on or about October 18, 2011, Infotelecom filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Northern District of Ohio (the "Bankruptcy Court"), Case No. 11-18945;

WHEREAS, on February 15, 2012, Infotelecom filed its Chapter 11 plan and disclosure statement, thereafter amended on April 27, 2012 and confirmed by the Bankruptcy Court on June 6, 2012 (the "Plan"), which provides for the sale of substantially all Infotelecom's assets, including the assumption and assignment of the Interconnection Agreements to The Broadvox Holding Company, LLC ("Broadvox Holding"), or such other entity that submits the highest and best bid for such assets;

WHEREAS, on March 21, 2012, the Bankruptcy Court approved the Stipulated Order Resolving Disputed Matters between certain AT&T companies, including AT&T Kentucky, and Infotelecom, wherein AT&T consented to the assumption and assignment of the Interconnection Agreement (the "Stipulated Order");

WHEREAS, on April 20, 2012, an Asset Purchase Agreement ("APA") was executed between Infotelecom, LLC and Broadvox Holding. The APA was subsequently assigned to Broadvox-CLEC, LLC ("Broadvox-CLEC") pursuant to an Assignment and Assumption Agreement, dated July 2, 2012, whereby Broadvox-CLEC assumed all of Broadvox Holding's right, title and interest in the APA. Consequently, Broadvox-CLEC is the ultimate transferee of the acquired assets; and

WHEREAS, AT&T consents to the assumption by Infotelecom and Infotelecom's assignment to Broadvox-CLEC of the Interconnection Agreement;

NOW, **THEREFORE**, in consideration of the promises and mutual agreements set forth herein, AT&T Kentucky, Infotelecom, LLC and Broadvox-CLEC agree to amend the Interconnection Agreement as follows:

1. The Interconnection Agreement is hereby amended to effectuate the modifications ordered in the Stipulated Order. Following the effective date of this Amendment, all references to "Infotelecom, LLC" in the Interconnection Agreement and its amendments shall constitute references to "Broadvox-CLEC, LLC".

021413

- 2. AT&T Kentucky shall reflect that name change from "Infotelecom, LLC" to "Broadvox-CLEC, LLC" only for the main billing account (header card) for each of the accounts previously billed to Infotelecom. AT&T Kentucky shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T Kentucky's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Interconnection Agreement.
- 3. Once this Amendment is effective, Broadvox-CLEC shall operate with AT&T Kentucky under the "Broadvox-CLEC" name for those accounts. Such operation shall include, by way of example only, submitting orders under Broadvox-CLEC, and labeling (including re-labeling) equipment and facilities with Broadvox-CLEC.
- 4. Broadvox-CLEC is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by Broadvox-CLEC, or by AT&T Kentucky on behalf of Broadvox-CLEC, for updating billing accounts and End User records.
- 5. The Parties agree to revise subsection 17.1 of Section 17 of the General Terms and Conditions of the Interconnection Agreement to reflect that notices should be sent to the following. All other subsections in Section 17 shall remain unchanged.

17. Notices

- 17.1 Subject to Section 17.2, 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:
 - 17.1.1 delivered personally;
 - 17.1.2 delivered by express overnight delivery service;
 - 17.1.3 mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; or
 - 17.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described in (a), (b) or (c) of this Section 17;
 - 17.1.5 delivered by electronic mail (email) provided either Party has provided such information in Section 17.3 below.
 - 17.1.6 Notices will be deemed given as of the earliest of:
 - 17.1.6.1 the date of actual receipt;
 - 17.1.6.2 the next Business Day when sent via express overnight delivery service;
 - 17.1.6.3 five (5) days after mailing in the case of first class or certified U.S. Postal Service;
 - 17.1.6.4 the date set forth on the confirmation produced by the sending facsimile machine; when delivered to the recipient prior to 5:00 p.m. Central Standard Time, but the next Business Day when delivered to the recipient 5:00 p.m. or later Central Standard Time.
 - 17.1.6.5 notice by email shall be effective on the date it is officially recorded as delivered by the recipient's delivery receipt when delivered prior to 5:00 p.m. Central Standard Time, but the next Business Day when delivered to the recipient 5:00 p.m. or later Central Standard Time. In the absence of such record of delivery, it shall be presumed to have been delivered on the date sent to CLEC by <u>AT&T-22STATE</u>.

17.1.7 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Kyle Bertrand VP of Network Planning and Regulatory
STREET ADDRESS	75 Erieview Plaza, Suite 400
CITY, STATE, ZIP CODE	Cleveland, Ohio 44114
PHONE NUMBER*	(216) 373-4636
FACSIMILE NUMBER	(216) 373-0950
EMAIL ADDRESS	kbertrand@broadvox.com

With a Copy To:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Alex Gertsburg
STREET ADDRESS	75 Erieview Plaza, Suite 400
CITY, STATE, ZIP CODE	Cleveland, Ohio 44114
PHONE NUMBER*	(216) 373-4811
FACSIMILE NUMBER	(216) 373-4812
EMAIL ADDRESS	agertsburg@broadvox.com

	AT&T CONTACT	
NAME/TITLE	Contract Management ATTN: Notices Manager	
STREET ADDRESS	311 S. Akard St., 9 th floor Four AT&T Plaza	
CITY,STATE, ZIP CODE	Dallas, TX 75202-5398	
FACSIMILE NUMBER	(214) 464-2006	
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.

- 17.1.8 Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated contact, address, telephone and/or facsimile number for the receipt of notices shall be deemed effective ten (10) days following receipt by the other Party.
- 6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 8. This Amendment shall be filed with and is subject to approval by the Kentucky Public Service Commission and shall become effective ten (10) days following approval by such Commission ("Effective Date").

AMENDMENT - ASSUMPTION AND ASSIGNMENT OF AGREEMENTS/BELLSOUTH TELECOMMUNICATIONS, LLC PAGE 4 OF 4 BROADVOX-CLEC

021413

Broadvox-CLEC, LLC	BellSouth Telecommunications, LLC d/b/a AT&T Kentucky by AT&T Services, Inc., its authorized agent
Ву:	By: Spark
Printed: Eugene Blumin	Printed: Patrick Doherty
Title hief Opera Horal Efficiency	Director - Regulatory (Print or Type)
Date: 9/8/13	Date: 2 - 27 - 13
' /	
Infotelecom, LLC	
By: KNBLS	
Printed: Kyle V. Bertran	
Title: P We towork Plain (Print or Type)	ing & Regulatory
Date: 3/15/13	

AT&T Wholesale Amendment

Contract Number: 17907

PAGE 1 OF 4 BROADVOX-CLEC

AMENDMENT TO THE AGREEMENT BETWEEN INFOTELECOM, LLC AND BROADVOX-CLEC, LLC AND

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T NORTH CAROLINA

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC (previously referred to as BellSouth Telecommunications, Inc.) d/b/a AT&T North Carolina ("AT&T North Carolina") and Infotelecom, LLC ("Infotelecom"). AT&T North Carolina and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T North Carolina and Infotelecom are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved on September 30, 2009 in Docket #P55, Sub 1775 ("Interconnection Agreement");

WHEREAS, on or about October 18, 2011, Infotelecom filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Northern District of Ohio (the "Bankruptcy Court"), Case No. 11-18945;

WHEREAS, on February 15, 2012, Infotelecom filed its Chapter 11 plan and disclosure statement, thereafter amended on April 27, 2012 and confirmed by the Bankruptcy Court on June 6, 2012 (the "Plan"), which provides for the sale of substantially all Infotelecom's assets, including the assumption and assignment of the Interconnection Agreements to The Broadvox Holding Company, LLC ("Broadvox Holding"), or such other entity that submits the highest and best bid for such assets;

WHEREAS, on March 21, 2012, the Bankruptcy Court approved the Stipulated Order Resolving Disputed Matters between certain AT&T companies, including AT&T North Carolina, and Infotelecom, wherein AT&T consented to the assumption and assignment of the Interconnection Agreement (the "Stipulated Order");

WHEREAS, on April 20, 2012, an Asset Purchase Agreement ("APA") was executed between Infotelecom, LLC and Broadvox Holding. The APA was subsequently assigned to Broadvox-CLEC, LLC ("Broadvox-CLEC") pursuant to an Assignment and Assumption Agreement, dated July 2, 2012, whereby Broadvox-CLEC assumed all of Broadvox Holding's right, title and interest in the APA. Consequently, Broadvox-CLEC is the ultimate transferee of the acquired assets; and

WHEREAS, AT&T consents to the assumption by Infotelecom and Infotelecom's assignment to Broadvox-CLEC of the Interconnection Agreement;

NOW, **THEREFORE**, in consideration of the promises and mutual agreements set forth herein, AT&T North Carolina, Infotelecom, LLC and Broadvox-CLEC agree to amend the Interconnection Agreement as follows:

1. The Interconnection Agreement is hereby amended to effectuate the modifications ordered in the Stipulated Order. Following the effective date of this Amendment, all references to "Infotelecom, LLC" in the Interconnection Agreement and its amendments shall constitute references to "Broadvox-CLEC, LLC".

- 2. AT&T North Carolina shall reflect that name change from "Infotelecom, LLC" to "Broadvox-CLEC, LLC" only for the main billing account (header card) for each of the accounts previously billed to Infotelecom. AT&T North Carolina shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T North Carolina's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Interconnection Agreement.
- 3. Once this Amendment is effective, Broadvox-CLEC shall operate with AT&T North Carolina under the "Broadvox-CLEC" name for those accounts. Such operation shall include, by way of example only, submitting orders under Broadvox-CLEC, and labeling (including re-labeling) equipment and facilities with Broadvox-CLEC.
- 4. Broadvox-CLEC is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by Broadvox-CLEC, or by AT&T North Carolina on behalf of Broadvox-CLEC, for updating billing accounts and End User records.
- The Parties agree to revise subsection 17.1 of Section 17 of the General Terms and Conditions of the Interconnection Agreement to reflect that notices should be sent to the following. All other subsections in Section 17 shall remain unchanged.

17. Notices

- 17.1 Subject to Section 17.2, 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:
 - 17.1.1 delivered personally;
 - 17.1.2 delivered by express overnight delivery service;
 - 17.1.3 mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; or
 - 17.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described in (a), (b) or (c) of this Section 17;
 - 17.1.5 delivered by electronic mail (email) provided either Party has provided such information in Section 17.3 below.
 - 17.1.6 Notices will be deemed given as of the earliest of:
 - 17.1.6.1 the date of actual receipt;
 - 17.1.6.2 the next Business Day when sent via express overnight delivery service;
 - 17.1.6.3 five (5) days after mailing in the case of first class or certified U.S. Postal Service;
 - 17.1.6.4 the date set forth on the confirmation produced by the sending facsimile machine; when delivered to the recipient prior to 5:00 p.m. Central Standard Time, but the next Business Day when delivered to the recipient 5:00 p.m. or later Central Standard Time.
 - 17.1.6.5 notice by email shall be effective on the date it is officially recorded as delivered by the recipient's delivery receipt when delivered prior to 5:00 p.m. Central Standard Time, but the next Business Day when delivered to the recipient 5:00 p.m. or later Central Standard Time. In the absence of such record of delivery, it shall be presumed to have been delivered on the date sent to CLEC by <u>AT&T-22STATE</u>.

PAGE 3 OF 4 BROADVOX-CLEC

17.1.7 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Kyle Bertrand VP of Network Planning and Regulatory
STREET ADDRESS	75 Erieview Plaza, Suite 400
CITY, STATE, ZIP CODE	Cleveland, Ohio 44114
PHONE NUMBER*	(216) 373-4636
FACSIMILE NUMBER	(216) 373-0950
EMAIL ADDRESS	kbertrand@broadvox.com

With a Copy To:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Alex Gertsburg
STREET ADDRESS	75 Erieview Plaza, Suite 400
CITY, STATE, ZIP CODE	Cleveland, Ohio 44114
PHONE NUMBER*	(216) 373-4811
FACSIMILE NUMBER	(216) 373-4812
EMAIL ADDRESS	agertsburg@broadvox.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 9 th floor Four AT&T Plaza
CITY,STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006
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.

- 17.1.8 Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated contact, address, telephone and/or facsimile number for the receipt of notices shall be deemed effective ten (10) days following receipt by the other Party.
- 6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 8. This Amendment shall be filed with and is subject to approval by the North Carolina Utilities Commission and shall become effective ten (10) days following approval by such Commission ("Effective Date").

AMENDMENT – ASSUMPTION AND ASSIGNMENT OF AGREEMENTS/BELLSOUTH TELECOMMUNICATIONS, LLC PAGE 4 OF 4 BROADVOX-CLEC

Broadvox-CLEC, LLC	BellSouth Telecommunications, LLC d/b/a AT&T North Carolina by AT&T Services, Inc., its authorized agent
Ву:	By: Coftacty
Printed: Eugene Blumir	Printed: Patrick Doherty
Title Deratinal Efficiency (Print or Type) CV= Fice N Date:	Title:(Print or Type)
Date:	Date: 2-27-13
infotelecom, LLC	
By: KM. Let	
Printed: Kyle V. BartaAND	
Title: Wet Network Planning the	gulatery
Date: 2/15/2013	

AT&T Wholesale Amendment

Contract Number: 21808

Signature Page/AT&T-21STATE Page 1 of 3 BROADVOX-CLEC, LLC Version: 4Q15 – 10/20/15

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T 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 KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS

AND

BROADVOX-CLEC, LLC



Signature Page/AT&T-21STATE Page 2 of 3 BROADVOX-CLEC, LLC Version: 4Q15 – 10/20/15

Signature: eSigned - Kyle Bertrand

Name: eSigned - Kyle Bertrand

(Print or Type)

Vice President - Network Planning & Regulatory

Title: ___

(Print or Type)

Date: 21 Jun 2016

Broadvox-CLEC, LLC

Signature: eSigned - William A. Bockelman

Name: eSigned - William A. Bockelman

(Print or Type)

Title: Director

(Print or Type)

Date: 21 Jun 2016

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 KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS by AT&T Services, Inc., its authorized agent

State	Resale OCN	CLEC OCN
ALABAMA	825F	788F
CALIFORNIA	825F	916D
FLORIDA	825F	276D
GEORGIA	825F	277D
ILLINOIS	825F	278D
INDIANA	825F	910D
KANSAS	825F	798F
KENTUCKY	825F	799F
LOUISIANA	825F	427G
MICHIGAN	825F	918D
MISSISSIPPI	825F	428G
MISSOURI	825F	804F
NEVADA	825F	807F
NORTH CAROLINA	825F	779F
OHIO	825F	128D
OKLAHOMA	825F	814F

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SOUTH CAROLINA	825F	818F
TENNESSEE	825F	429G
TEXAS	825F	279D

Description	ACNA Code(s)
ACNA(s)	BVX,IFX

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Amendment – Lifeline/Link Up, ICC, Forbearance/AT&T
Page 1 of 2

BROADVOX-CLEC, LLC
Version: 03/23/16

AMENDMENT TO THE AGREEMENTS BETWEEN BROADVOX-CLEC, LLC AND

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 KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CARRIER as shown in the attached Exhibit A.

WHEREAS, AT&T and CARRIER are Parties to the Agreement(s) as shown in the attached Exhibit A.

WHEREAS, the Parties desire to amend the AT&T and CLEC Agreement(s) for the states of Alabama, Florida, Georgia, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee and Texas to implement the *Lifeline and Link Up Reform and Modernization et al.*, WC Docket No. 11-42 et al., Second Report and Order, FCC 15-71, Released June 22, 2015 ("FCC Lifeline Order"); and

WHEREAS, the Parties desire to amend the AT&T and CLEC Agreement(s) for the states of Alabama, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee and Texas to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order"), and

WHEREAS, the Parties desire to amend the AT&T and CLEC Agreement(s) for the states of Alabama, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee and Texas to implement the *Petition of USTelecom for Forbearance Pursuant to 47* U.S.C. § 160(c) from Enforcement of Obsolete ILEC Legacy Regulations That Inhibit Deployment of Next- Generation Networks, WC Docket No. 14-192, Released December 28, 2015 ("FCC US Telecom Forbearance Order"), and

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.

2. Lifeline and Link Up Services

2.1. For the states of Alabama, Florida, Georgia, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee and Texas delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement(s). Lifeline and Link Up service will no longer be available under the Agreement(s) beginning 180 days after Federal Register publication of the Office of Management and Budget's (OMB) approval.

3. Intercarrier Compensation

3.1. For the states of Alabama, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee and

Page 6 of 26

Amendment – Lifeline/Link Up, ICC, Forbearance/AT&T
Page 2 of 2

BROADVOX-CLEC, LLC
Version: 03/23/16

Texas the Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit B hereby supersede the existing rate elements included in the Agreement(s) for purposes of reciprocal compensation.

4. Forbearance

- 4.1. For the states of Alabama, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee and Texas delete the rates, terms and conditions related to the unbundling of a 64 kbps voice-grade channel to provide narrowband services over fiber where an incumbent LEC retires a copper loop it has overbuilt with a fiber-to-the-home or fiber-to-the-curb loop.
- 5. This Amendment shall be deemed to revise the terms and provisions of the Agreement(s) 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(s) (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement(s)), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement(s), or in the Agreement(s) but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
- 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(s) (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(s) or which may be the subject of further review.
- 7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement(s), but rather, shall be coterminous with such Agreement(s).
- 8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT(S) SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 9. 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.
- 10. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, 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 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.

Amendment – Lifeline/Link Up, ICC, Forbearance/AT&T Page 1 of 1 BROADVOX-CLEC, LLC Version: 03/03/16

Exhibit A

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC D/B/A AT&T ALABAMA, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA AND AT&T TENNESSEE	BROADVOX-CLEC, LLC	Interconnection	02/21/2014 (Last Party Signed Date)
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	BROADVOX-CLEC, LLC	Interconnection	10/05/2007
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA d/b/a AT&T Southeast, AT&T GEORGIA, AT&T KENTUCKY d/b/a AT&T Southeast AND AT&T NORTH CAROLINA	BROADVOX-CLEC, LLC	Interconnection	06/23/2009 (Last Party Signed Date)
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS d/b/a AT&T Wholesale	BROADVOX-CLEC, LLC	Interconnection	11/28/2007
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	BROADVOX-CLEC, LLC	Interconnection	12/31/2009 (Effective Date)
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	BROADVOX-CLEC, LLC	Interconnection	1/25/2010
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	BROADVOX-CLEC, LLC	Interconnection	10/25/2007
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	BROADVOX-CLEC, LLC	Interconnection	1/27/2010
Nevada Bell Telephone Company d/b/a AT&T NEVADA	BROADVOX-CLEC, LLC	Interconnection	12/27/2007
The Ohio Bell Telephone Company d/b/a AT&T OHIO	BROADVOX-CLEC, LLC	Interconnection	12/26/2007
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	BROADVOX-CLEC, LLC	Interconnection	5/6/2014
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	BROADVOX-CLEC, LLC	Interconnection	9/4/2007

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Monthly Recurring Zone Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
		LOCAL INTERCONNECTION (CALL	Rate for all ISP-Bound and Section 251(b)(5) Traffic as						
2MR-AT	AL	TRANSPORT AND TERMINATION)	per FCC-01-131, per MOU			0.00bk			MOU
		LOCAL INTERCONNECTION (CALL							
2MR-AT	AL	TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU			0.00bk			MILE/MOU
		LOCAL INTERCONNECTION (CALL							
2MR-AT		TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU		I	0.00bk			MOU

							Monthly	Non- Recurring	Non- Recurring	
							Recurring	Charge (NRC)	Charge (NRC)	
Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Charge (MRC)	First	Additional	Per Unit
		LOCAL INTERCONNECTION (CALL	Rate for all ISP-Bound and Section 251(b)(5) Traffic as	·						
2MR-AT	CA	TRANSPORT AND TERMINATION)	per FCC-01-131, per MOU	L1T++	GOC00		\$0.00			MOU

							Monthly Recurring	Non- Recurring Charge (NRC)	Non- Recurring Charge (NRC)	
Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Charge (MRC)	First	Additional	Per Unit
		LOCAL INTERCONNECTION (CALL	Rate for all ISP-Bound and Section 251(b)(5) Traffic as							
2MR-AT	FL	TRANSPORT AND TERMINATION)	per FCC-01-131, per MOU				0.00bk			MOU
		LOCAL INTERCONNECTION (CALL		·						
2MR-AT	FL	TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
		LOCAL INTERCONNECTION (CALL		·						
2MR-AT	EI	TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Monthly Recurring Zone Charge (MRC)	,	Non- Recurring Charge (NRC) Additional	Per Unit
		LOCAL INTERCONNECTION (CALL	Rate for all ISP-Bound and Section 251(b)(5) Traffic as						
2MR-AT	GA	TRANSPORT AND TERMINATION)	per FCC-01-131, per MOU			0.00bk			MOU
		LOCAL INTERCONNECTION (CALL							
2MR-AT	GA	TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU			0.00bk			MILE/MOU
		LOCAL INTERCONNECTION (CALL							
2MR-AT	GA	TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU			0.00bk	1		MOU

						Monthly Recurring	Non- Recurring Charge (NRC)	Non- Recurring Charge (NRC)	
Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone Charge (MRC)	First	Additional	Per Unit
		LOCAL INTERCONNECTION (CALL	Rate for all ISP-Bound and Section 251(b)(5) Traffic as	·					
2MR-AT	IL	TRANSPORT AND TERMINATION)	per FCC-01-131, per MOU	OHU	USG15	\$0.00			MOU

						Monthly Recurring Recurring Charge (NR	_	
Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone Charge (MRC) First	Additional	Per Unit
		LOCAL INTERCONNECTION (CALL	Rate for all ISP-Bound and Section 251(b)(5) Traffic as					
2MR-AT	IN	TRANSPORT AND TERMINATION)	per FCC-01-131, per MOU	OHU	USG15	\$0.00		MOU

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)		Non- Recurring Charge (NRC) Additional	Per Unit
		LOCAL INTERCONNECTION (CALL	Rate for All ISP-Bound and section 251(b)(5) Traffic as	,			U , ,			
2MR-AT	KS	TRANSPORT AND TERMINATION	per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU
		LOCAL INTERCONNECTION (CALL								
2MR-AT	KS	TRANSPORT AND TERMINATION	Optional EAS Transport and Termination per MOU		ZZUR2		\$0.00	NA	NA	MOU

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Monthly Recurring Zone Charge (MRC)	O (,	Non- Recurring Charge (NRC) Additional	Per Unit
		LOCAL INTERCONNECTION (CALL	Rate for all ISP-Bound and Section 251(b)(5) Traffic as	•					
2MR-AT	KY	TRANSPORT AND TERMINATION)	per FCC-01-131, per MOU			0.00bk			MOU
		LOCAL INTERCONNECTION (CALL							
2MR-AT	KY	TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU			0.00bk			MILE/MOU
1		LOCAL INTERCONNECTION (CALL							
		EGONE INTERCONNECTION (ONLE							

Attachment	State	Product	Rate Element Description	COS (Class of Service)	usoc	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) (Non- Recurring Charge (NRC) Additional	Per Unit
		LOCAL INTERCONNECTION (CALL	Rate for all ISP-Bound and Section 251(b)(5) Traffic as	,			U \ /			
2MR-AT	LA	TRANSPORT AND TERMINATION)	per FCC-01-131, per MOU				0.00bk	:		MOU
		LOCAL INTERCONNECTION (CALL								
2MR-AT	LA	TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	LA	`	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU

						Monthly Recurring	Non- Recurring Charge (NRC)	Non- Recurring Charge (NRC)	
Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone Charge (MRC)		Additional	Per Unit
		LOCAL INTERCONNECTION (CALL	Rate for all ISP-Bound and Section 251(b)(5) Traffic as	·					
2MR-AT	MI	TRANSPORT AND TERMINATION)	per FCC-01-131, per MOU	OHU	USG14	\$0.00			MOU

							Non-	Non-	
						Monthly	Recurring	Recurring	
						Recurring	Charge (NRC)	Charge (NRC)	
Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone Charge (MRC)	First	Additional	Per Unit
		LOCAL INTERCONNECTION (CALL	Rate for All ISP-Bound and section 251(b)(5) Traffic as	·					,
2MR-AT	MO	TRANSPORT AND TERMINATION)	per FCC 01-131, per MOU		ZZUR2	\$0.00	NA	NA	MOU

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zono		Charge (NRC) Ch	Non- Recurring parge (NRC)	Per Unit
Attachment	State			COS (Class of Service)	0300	Zone	Charge (MRC)	FIISL F	Additional	Per Unit
		LOCAL INTERCONNECTION (CALL	Rate for all ISP-Bound and Section 251(b)(5) Traffic as							
2MR-AT	MS	TRANSPORT AND TERMINATION)	per FCC-01-131, per MOU				0.00bk			MOU
		LOCAL INTERCONNECTION (CALL								
2MR-AT	MS	TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2		LOCAL INTERCONNECTION (CALL								

Attachment	State	Product	Rate Element Description	COS (Class of Service)	usoc	Zone	Monthly Recurring Charge (MRC)	Charge (NRC) C	Non- Recurring Charge (NRC) Additional	Per Unit
		LOCAL INTERCONNECTION (CALL	Rate for all ISP-Bound and Section 251(b)(5) Traffic as	,			U \ /			
2MR-AT	NC	TRANSPORT AND TERMINATION)	per FCC-01-131, per MOU				0.00bk			MOU
		LOCAL INTERCONNECTION (CALL								
		TO ANICDODE AND TEDMINIATIONS	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	NC	TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.0001			WILE / WIOO
2MR-AT	NC	LOCAL INTERCONNECTION (CALL	Common Transport - Per Mile, Per MOO				0.0001			WILE/WIGO

							Monthly	Non- Recurring	Non- Recurring	
							Recurring	Charge (NRC)	Charge (NRC)	
Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Charge (MRC)	First	Additional	Per Unit
		LOCAL INTERCONNECTION (CALL	Rate for All Traffic ISP-Bound and 251(b)(5) Traffic as							
2MR-AT	NV	TRANSPORT AND TERMINATION)	per FCC 01-131		GOC00		\$0.00			MOU

						Non- Monthly Recurring Recurring Charge (NRC)		
Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone Charge (MRC) First	Additional	Per Unit
		LOCAL INTERCONNECTION (CALL	Rate for all ISP-Bound and Section 251(b)(5) Traffic as	·				
2MR-AT	OH	TRANSPORT AND TERMINATION)	per FCC-01-131, per MOU	OHU	USG15	\$0.00		MOU

							Monthly	Non- Recurring	Non- Recurring	
								Charge (NRC)		
Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Charge (MRC)	First	Additional	Per Unit
		LOCAL INTERCONNECTION (CALL	Rate for All ISP-Bound and section 251(b)(5) Traffic as							
2MR-AT	OK	TRANSPORT AND TERMINATION)	per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU

Attachment	State	Product	Rate Element Description	COS (Class of Service)	usoc	Zono		Charge (NRC)	Non- Recurring Charge (NRC) Additional	Per Unit
Attachment	State			COS (Class of Service)	0300	Zone	Charge (MRC)	FIISt	Additional	Per Unit
		LOCAL INTERCONNECTION (CALL	Rate for all ISP-Bound and Section 251(b)(5) Traffic as							
2MR-AT	SC	TRANSPORT AND TERMINATION)	per FCC-01-131, per MOU				0.00bk			MOU
		LOCAL INTERCONNECTION (CALL								
2MR-AT	SC	TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
		LOCAL INTERCONNECTION (CALL	·							
		LOCAL INTERCONNECTION (CALL								

							Monthly Recurring	Non- Recurring Charge (NRC)	Non- Recurring Charge (NRC)	
Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Charge (MRC)	First	Additional	Per Unit
		LOCAL INTERCONNECTION (CALL	Rate for all ISP-Bound and Section 251(b)(5) Traffic as							
2MR-AT	TN	TRANSPORT AND TERMINATION)	per FCC-01-131, per MOU				0.00bk			MOU
		LOCAL INTERCONNECTION (CALL								
2MR-AT	TN	TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			Per Mile, Per MOU
		LOCAL INTERCONNECTION (CALL								
2MR-AT	TN	TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			Per Mile, Per MOU

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
		LOCAL INTERCONNECTION (CALL	·	,						
2MR-AT	TX	TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU		ZZUR2		\$0.00	NA	NA	MOU
		LOCAL INTERCONNECTION (CALL	Data for All ICD David and analysis OFA/b/f) Traffic an							
		LOCAL INTERCONNECTION (CALL	Rate for All ISP-Bound and section 251(b)(5) Traffic as							