

**AMENDMENT TO THE AGREEMENT
BETWEEN
«CXR_NAME»
AND
«ILEC_NAME»**

This Amendment (the “Amendment”) amends the Interconnection Agreement by and between «ILEC_Name» (“AT&T”) and «CXR_Name» (“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”), signed «Signed_by_ATT» and as subsequently amended (the “Agreement”); and

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Order FCC-20-152 in WC Dkt. No. 19-308; Modernizing Unbundling and Resale Requirements in an Era of Next-Generation Networks and Services which was filed with the FCC on January 8, 2021 (“FCC UNE Relief Order”); 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 and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. As of February 8, 2023, CLEC may no longer order new 2-Wire Digital UNE Loops (“Digital Loops”) pursuant to this Agreement in Wire Centers where at least 50% of the census blocks served are designated as urbanized areas. Any existing Digital Loops ordered on or before February 8, 2023 (“Digital Loop Embedded Base”) are grandfathered until February 8, 2025. CLEC shall convert the Digital Loop Embedded Base to a commercial offering, or an alternate arrangement, or disconnect such Digital Loop on or before February 8, 2025. Exhibit A to this Amendment contains Digital Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also Digital Loops subject to the FCC UNE Relief Order.
 - a. To the extent CLEC fails to adhere to the above, at AT&T’s sole discretion, AT&T may take one or more of the following actions for any remaining Digital Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to a digital arrangement available under a separate commercial agreement executed by the Parties, or
 - ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
 - iii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iv. disconnect.
 - b. AT&T reserves the right to backbill CLEC for the difference between the Digital Loop rate and the non-UNE rate that applies under this Section 2 for any new Digital Loops inadvertently ordered on or after February 8, 2023, and any Digital Loop Embedded Base remaining as of February 8, 2025.
 - c. AT&T’s election to reprice the Digital Loop shall not preclude AT&T from later converting the Digital Loop to a Digital arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.
 - d. AT&T reserves the right to raise its rates by up to 25% as of February 08, 2024 and may elect to increase rates to market rates after February 08, 2025, when the grandfathering period expires. AT&T shall provide Notice to CLEC of how the Parties will implement the subsequent rate changes.
3. As of February 8, 2023, CLEC may no longer order new DS1 UNE Loops (“DS1 Loops”) pursuant to this Agreement in Wire Centers in counties deemed to be competitive in the BDS proceeding as listed in the AT&T Guidebook, which may change from time to time. Any existing DS1 Loops ordered on or before February 8, 2023 (“DS1 Loop Embedded Base”) are grandfathered until July 8, 2024. CLEC shall convert the DS1 Loop Embedded Base to an alternate arrangement, or

disconnect such DS1 Loop on or before July 8, 2024. Exhibit A to this Amendment contains DS1 Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also DS1 Loops subject to the FCC UNE Forbearance Order.

- a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining DS1 Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
 - ii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iii. disconnect.
 - b. AT&T reserves the right to backbill CLEC for the difference between the DS1 Loop rate and the non-UNE rate that applies under this Section 3 for any new DS1 Loops inadvertently ordered on or after February 8, 2023, and any DS1 Loop Embedded Base remaining as of July 8, 2024.
 - c. AT&T's election to reprice the DS1 Loop shall not preclude AT&T from later converting the DS1 Loop to a DS1 arrangement available under a separate AT&T tariff or guidebook service.
4. As of February 8, 2021, CLEC may no longer order new DS3 UNE Loops ("DS3 Loops") pursuant to this Agreement in Wire Centers in counties deemed to be competitive in the BDS proceeding as listed in the AT&T Guidebook, which may change time to time. Any existing DS3 Loops ordered on or before February 8, 2021 ("DS3 Loop Embedded Base") are grandfathered until February 8, 2024. CLEC shall convert the DS3 Loop Embedded Base to an alternate arrangement, or disconnect such DS3 Loop on or before February 8, 2024. Exhibit A to this Amendment contains DS3 Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also DS3 Loops subject to the FCC UNE Forbearance Order.
- a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining DS3 Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
 - ii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iii. disconnect.
 - b. AT&T reserves the right to backbill CLEC for the difference between the DS3 Loop rate and the non-UNE rate that applies under this Section 4 for any new DS1 Loops inadvertently ordered on or after February 8, 2021, and any DS3 Loop Embedded Base remaining as of February 8, 2024.
 - c. AT&T's election to reprice the DS3 Loop shall not preclude AT&T from later converting the DS3 Loop to a DS3 arrangement available under a separate AT&T tariff or guidebook service.
5. As of February 8, 2021, CLEC may no longer order new UNE Dark Fiber Transport ("DFT") pursuant to this Agreement where the dark fiber transport is connected to a Tier 3 wire center located within ½ mile of competitive fiber as described in the FCC UNE Relief Order and designated by the FCC. Any existing UNE Dark Fiber Transport facility ordered before February 8, 2021 ("Dark Fiber Transport Embedded Base") is grandfathered until February 8, 2029. CLEC shall convert the UNE Dark Fiber Transport Embedded Base to an alternate arrangement, or disconnect such UNE Dark Fiber Transport on or before February 8, 2029. Exhibit A to this Amendment contains UNE Dark Fiber Transport element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also UNE Dark Fiber Transport subject to the FCC UNE Relief Order. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DFT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.

- a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining UNE Dark Fiber Transport and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
 - ii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iii. disconnect.
 - b. AT&T reserves the right to backbill CLEC for the difference between an UNE Dark Fiber Transport rate and the non-UNE rate that applies under this Section 5 for any new UNE Dark Fiber Transport inadvertently ordered on or after February 8, 2021, and any UNE Dark Fiber Transport Embedded Base remaining as of February 8, 2029.
 - c. AT&T's election to reprice the UNE Dark Fiber Transport shall not preclude AT&T from later converting the UNE Dark Fiber Transport to a DFT arrangement available under a separate AT&T tariff or guidebook service.
6. As of February 8, 2021, CLEC may no longer order new UNE Subloops or UNE Network Interface Devices (NIDs) pursuant to this Agreement.
 7. As of February 8, 2021, CLEC may no longer covert existing Special Access circuits (as defined, ordered, and provisioned in AT&T ILEC's interstate and/or intrastate tariffs) to UNEs.
 8. CLEC shall provide a forecast of the total number of Unbundled Loops in its embedded customer base that it plans to migrate to an alternate product or service. CLEC shall work with AT&T to establish mutually agreed to daily order volume parameters and make a reasonable effort to affect a timely and orderly migration by the end of the transition period.
 9. Any future forbearance from or rule changes for Section 251(c)(3) UNEs offered pursuant to this Agreement shall be incorporated by reference as of the effective date of the FCC order and shall not require a written amendment. AT&T shall provide Notice to CLEC of how the Parties will implement the subsequent UNE forbearance or rule change. Notice will include applicable transition periods and any changes to rate(s), term(s) and/or condition(s) to the underlying Agreement.
 10. 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.
 11. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
 12. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
 13. 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.
 14. 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 Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.