Sally Briar
Area Manager-Regulatory Relations

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December 2, 2022

DELIVERED BY COURIER AND EMAIL
Ms. Sallie Tanner
Executive Secretary
Georgia Public Service Commission
244 Washington Street, S.W.
Atlanta, GA 30334

Re: Amendment to the Interconnection Agreement between AT&T Georgia[1] and Peerless Network of Georgia, LLC ("CLEC")
Docket No. 29881

Dear Ms. Tanner:

Enclosed please find the original and two (2) copies, as well as an electronic version, of an Amendment to the Agreement between AT&T Georgia and CLEC.

Please file this Amendment with the Commission and return the filed-stamped copy of this cover letter in the self-addressed, postage-prepaid envelope which is enclosed for your convenience.

Thank you for your assistance in this matter.

Sincerely,



Sally Briar

Enclosures
cc: Patrick Phillips (via email Regulatory@peerlessnetwork.com)

[1] BellSouth Telecommunications, LLC d/b/a AT&T Georgia

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

PEERLESS NETWORK OF ALABAMA, LLC, PEERLESS NETWORK OF ARKANSAS, LLC, PEERLESS NETWORK OF CALIFORNIA, LLC, PEERLESS NETWORK OF FLORIDA, LLC, PEERLESS NETWORK OF GEORGIA, LLC, PEERLESS NETWORK OF ILLINOIS, LLC, PEERLESS NETWORK OF INDIANA, LLC, PEERLESS NETWORK OF KANSAS, LLC, PEERLESS NETWORK OF KENTUCKY, LLC, PEERLESS NETWORK OF LOUISIANA, LLC, PEERLESS NETWORK OF MICHIGAN, LLC, PEERLESS NETWORK OF MISSISSIPPI, LLC, PEERLESS NETWORK OF MISSOURI, LLC, PEERLESS NETWORK OF NEVADA, LLC, PEERLESS NETWORK OF NORTH CAROLINA, LLC, PEERLESS NETWORK OF OHIO, LLC, PEERLESS NETWORK OF OKLAHOMA, LLC, PEERLESS NETWORK OF SOUTH CAROLINA, LLC, PEERLESS NETWORK OF TENNESSEE, LLC, PEERLESS NETWORK OF TEXAS, LLC, PEERLESS NETWORK OF WISCONSIN, LLC

Signature: eSigned - Tony Hiller

Name: eSigned - Tony Hiller
(Print or Type)

Title: EVP of Operations & Engineering
(Print or Type)

Date: 12 Sep 2022

Peerless Network Of Alabama, LLC, Peerless Network Of Arkansas, LLC, Peerless Network Of California, LLC, Peerless Network Of Florida, LLC, Peerless Network Of Georgia, LLC, Peerless Network Of Illinois, LLC, Peerless Network Of Indiana, LLC, Peerless Network Of Kansas, LLC, Peerless Network Of Kentucky, LLC, Peerless Network Of Louisiana, LLC, Peerless Network Of Michigan, LLC, Peerless Network Of Mississippi, LLC, Peerless Network Of Missouri, LLC, Peerless Network Of Nevada, LLC, Peerless Network Of North Carolina, LLC, Peerless Network Of Ohio, LLC, Peerless Network Of Oklahoma, LLC, Peerless Network Of South Carolina, LLC, Peerless Network Of Tennessee, LLC, Peerless Network Of Texas, LLC, Peerless Network Of Wisconsin, LLC

Signature: eSigned - Kristen E. Shore

Name: eSigned - Kristen E. Shore
(Print or Type)

Title: AVP- Regulatory
(Print or Type)

Date: 14 Sep 2022

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

AMENDMENT TO THE AGREEMENT BETWEEN PEERLESS NETWORK OF ALABAMA, LLC, PEERLESS NETWORK OF ARKANSAS, LLC, PEERLESS NETWORK OF CALIFORNIA, LLC, PEERLESS NETWORK OF FLORIDA, LLC, PEERLESS NETWORK OF GEORGIA, LLC, PEERLESS NETWORK OF ILLINOIS, LLC, PEERLESS NETWORK OF INDIANA, LLC, PEERLESS NETWORK OF KANSAS, LLC, PEERLESS NETWORK OF KENTUCKY, LLC, PEERLESS NETWORK OF LOUISIANA, LLC, PEERLESS NETWORK OF MICHIGAN, LLC, PEERLESS NETWORK OF MISSISSIPPI, LLC, PEERLESS NETWORK OF MISSOURI, LLC, PEERLESS NETWORK OF NEVADA, LLC, PEERLESS NETWORK OF NORTH CAROLINA, LLC, PEERLESS NETWORK OF OHIO, LLC, PEERLESS NETWORK OF OKLAHOMA, LLC, PEERLESS NETWORK OF SOUTH CAROLINA, LLC, PEERLESS NETWORK OF TENNESSEE, LLC, PEERLESS NETWORK OF TEXAS, LLC, PEERLESS NETWORK OF WISCONSIN, 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, 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

This Amendment (the "Amendment") amends the Agreements by and between AT&T and CLEC as shown in the attached Exhibit C.

WHEREAS, AT&T and CLEC are Parties to the Agreements as shown in the attached Exhibit C, and

WHEREAS, the Parties desire to amend the Interconnection Agreement to modify certain rates; 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, and Pricing Sheets (Exhibit A and Exhibit B), all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. Add the Pricing Sheet in Exhibit A. The rates in Exhibit A supersede the rates for the corresponding elements in the Pricing Sheet in the Agreement.
3. To the extent CLEC is no longer purchasing commercial local transport pursuant to a separate agreement using the USOCs and Basic Classes of Services set forth on the Pricing Sheet in Exhibit A, CLEC shall provide Notice to AT&T to implement the rates set forth in Exhibit B. Upon verification that CLEC is no longer purchasing commercial local transport, AT&T will implement the rates in Exhibit B. Depending on CLEC's bill period and AT&T billing system processes, the rate change may take up to two billing cycles to go into effect.
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. 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.

7. This Amendment shall be filed with the applicable State Commission(s) and will become effective July 12, 2022.

Exhibit C

AT&T ILEC ("AT&T")	CLEC	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Peerless Network of Alabama, LLC	Interconnection	6/07/2018
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Peerless Network of Arkansas, LLC	Interconnection	1/23/2014
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Peerless Network of California, LLC	Interconnection	5/07/2009
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Peerless Network of Florida, LLC	Interconnection	8/25/2009
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Peerless Network of Georgia, LLC	Interconnection	7/10/2009
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS	Peerless Network of Illinois, LLC	Interconnection	5/20/2009
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Peerless Network of Indiana, LLC	Interconnection	7/09/2009
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Peerless Network of Kansas, LLC.	Interconnection	7/16/2013
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Peerless Network of Kentucky, LLC	Interconnection	10/10/2013
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Peerless Network of Louisiana, LLC	Interconnection	9/09/2015
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Peerless Network of Michigan, LLC.	Interconnection	3/27/2013
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Peerless Network of Mississippi, LLC	Interconnection	2/13/2018

AT&T ILEC ("AT&T")	CLEC	Contract Type	Approval Date
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Peerless Network of Missouri, LLC	Interconnection	10/15/2008
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Peerless Network of Nevada, LLC	Interconnection	9/29/2009
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Peerless Network of North Carolina, LLC	Interconnection	7/30/2009
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Peerless Network of Ohio, LLC	Interconnection	8/17/2009
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Peerless Network of Oklahoma, LLC	Interconnection	7/10/2014
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Peerless Network of South Carolina, LLC	Interconnection	6/04/2014
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Peerless Network of Tennessee, LLC	Interconnection	12/17/2013
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Peerless Network of Texas, LLC	Interconnection	6/22/2009
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Peerless Network of Wisconsin, LLC	Interconnection	5/11/2009

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
LWT	GA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD1	1L5XX		$ 0.17			mile
LWT	GA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD1	1L5XX		$ 0.34			
LWT	GA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD1	1L5XX		$ 1.70			
LWT	GA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD1	U1TF1		$ 52.39	$ 110.92	$ 80.20	
LWT	GA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD1	U1TF1		$ 104.78	$ 110.92	$ 80.20	
LWT	GA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD1	U1TF1		$ 523.90	$ 110.92	$ 80.20	
LWT	GA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD3	1L5XX		$ 3.94			mile
LWT	GA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD3	1L5XX		$ 7.88			
LWT	GA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD3	1L5XX		$ 39.40			
LWT	GA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD3	U1TF3		$ 524.13	$ 320.16	$ 86.24	
LWT	GA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD3	U1TF3		$ 1,048.26	$ 320.16	$ 86.24	
LWT	GA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD3	U1TF3		$ 5,241.30	$ 320.16	$ 86.24	

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
13	GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX		$ 0.12			mile
13	GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1		$ 34.93	$ 110.92	$ 80.20	
13	GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX		$ 2.63			mile
13	GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3		$ 349.42	$ 320.16	$ 86.24	

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

PEERLESS NETWORK OF ALABAMA, LLC, PEERLESS NETWORK OF ARKANSAS, LLC, PEERLESS NETWORK OF CALIFORNIA, LLC, PEERLESS NETWORK OF FLORIDA, LLC, PEERLESS NETWORK OF GEORGIA, LLC, PEERLESS NETWORK OF ILLINOIS, LLC, PEERLESS NETWORK OF INDIANA, LLC, PEERLESS NETWORK OF KANSAS, LLC, PEERLESS NETWORK OF KENTUCKY, LLC, PEERLESS NETWORK OF LOUISIANA, LLC, PEERLESS NETWORK OF MICHIGAN, LLC, PEERLESS NETWORK OF MISSISSIPPI, LLC, PEERLESS NETWORK OF MISSOURI, LLC, PEERLESS NETWORK OF NEVADA, LLC, PEERLESS NETWORK OF NORTH CAROLINA, LLC, PEERLESS NETWORK OF OHIO, LLC, PEERLESS NETWORK OF OKLAHOMA, LLC, PEERLESS NETWORK OF SOUTH CAROLINA, LLC, PEERLESS NETWORK OF TENNESSEE, LLC, PEERLESS NETWORK OF TEXAS, LLC, PEERLESS NETWORK OF WISCONSIN, LLC

Signature: eSigned - Tony Hiller

Name: eSigned - Tony Hiller
(Print or Type)

Title: EVP of Operations & Engineering
(Print or Type)

Date: 06 Oct 2022

Peerless Network of Alabama, LLC, Peerless Network of Arkansas, LLC, Peerless Network of California, LLC, Peerless Network of Florida, LLC, Peerless Network of Georgia, LLC, Peerless Network of Illinois, LLC, Peerless Network of Indiana, LLC, Peerless Network of Kansas, LLC, Peerless Network of Kentucky, LLC, Peerless Network of Louisiana, LLC, Peerless Network of Michigan, LLC, Peerless Network of Mississippi, LLC, Peerless Network of Missouri, LLC, Peerless Network of Nevada, LLC, Peerless Network of North Carolina, LLC, Peerless Network of Ohio, LLC, Peerless Network of Oklahoma, LLC, Peerless Network of South Carolina, LLC, Peerless Network of Tennessee, LLC, Peerless Network of Texas, LLC, Peerless Network of Wisconsin, LLC

Signature: eSigned - Kristen E. Shore

Name: eSigned - Kristen E. Shore
(Print or Type)

Title: AVP- Regulatory
(Print or Type)

Date: 26 Oct 2022

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

AMENDMENT TO THE AGREEMENT BETWEEN PEERLESS NETWORK OF ALABAMA, LLC, PEERLESS NETWORK OF ARKANSAS, LLC, PEERLESS NETWORK OF CALIFORNIA, LLC, PEERLESS NETWORK OF FLORIDA, LLC, PEERLESS NETWORK OF GEORGIA, LLC, PEERLESS NETWORK OF ILLINOIS, LLC, PEERLESS NETWORK OF INDIANA, LLC, PEERLESS NETWORK OF KANSAS, LLC, PEERLESS NETWORK OF KENTUCKY, LLC, PEERLESS NETWORK OF LOUSIANA, LLC, PEERLESS NETWORK OF MICHIGAN, LLC, PEERLESS NETWORK OF MISSISSIPPI, LLC, PEERLESS NETWORK OF MISSOURI, LLC, PEERLESS NETWORK OF NEVADA, LLC, PEERLESS NETWORK OF NORTH CAROLINA, LLC, PEERLESS NETWORK OF OHIO, LLC PEERLESS NETWORK OF OKLAHOMA, LLC, PEERLESS NETWORK OF SOUTH CAROLINA, LLC, PEERLESS NETWORK OF TENNESSEE, LLC, PEERLESS NETWORK OF TEXAS, LLC, PEERLESS NETWORK OF WISCONSIN, 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, 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

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

WHEREAS, AT&T and CLEC are Parties to the Agreements as shown in the attached Exhibit A.

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

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

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

2. For the States of Alabama, Arkansas, California, Florida, Georgia, Indiana, Kentucky, Louisiana, Michigan, Mississippi, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, and Texas, the Parties agree to replace Sections 9.1 and 9.2 from the OSS Resale & UNE Appendix with the following language:

9.0 Data Connection Security Requirements

9.1 CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Amendment's Section 9 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

9.2 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support

System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.

3. For the States of Missouri and Wisconsin, the Parties agree to replace Section 9.1 from Appendix OSS-Resale & UNE with the following language:

9.0 Data Connection Security Requirements

9.1 CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Amendment's Section 9 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

9.1.1 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.

4. For the State of Illinois, the Parties agree to add the following language as subsections (a) and (b) to Section X.1 in Article X Resale at Wholesale Rates-Section 251(c)(4):

X.1 **Operations Support Systems Functions.** Ameritech shall provide Requesting Carrier nondiscriminatory access to, and Requesting Carrier shall use, all available Operations Support Systems functions for the pre-ordering, ordering, provisioning, maintenance, repair and billing of Resale Services.

(a) Requesting Carrier agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Amendment's Section and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

(b) Requesting Carrier agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.

5. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.

6. 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.

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. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT 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, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

Exhibit A

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Peerless Network of Alabama, LLC	Interconnection	6/7/2018
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Peerless Network of Arkansas, LLC	Interconnection	6/8/2018
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Peerless Network of California, LLC	Interconnection	6/9/2018
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Peerless Network of Florida, LLC	Interconnection	6/10/2018
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Peerless Network of Georgia, LLC	Interconnection	6/11/2018
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS	Peerless Network of Illinois, LLC	Interconnection	6/12/2018
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Peerless Network of Indiana, LLC	Interconnection	6/13/2018
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Peerless Network of Kansas, LLC.	Interconnection	6/14/2018
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Peerless Network of Kentucky, LLC	Interconnection	6/15/2018
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Peerless Network of Louisiana, LLC	Interconnection	6/16/2018
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Peerless Network of Michigan, LLC.	Interconnection	6/17/2018
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Peerless Network of Mississippi, LLC	Interconnection	6/18/2018
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Peerless Network of Missouri, LLC	Interconnection	6/19/2018
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Peerless Network of Nevada, LLC	Interconnection	6/20/2018
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Peerless Network of North Carolina, LLC	Interconnection	6/21/2018
The Ohio Bell Telephone Company d/b/a AT&T Ohio	Peerless Network of Ohio, LLC	Interconnection	6/22/2018

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Approval Date
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Peerless Network of Oklahoma, LLC	Interconnection	6/23/2018
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Peerless Network of South Carolina, LLC	Interconnection	6/24/2018
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Peerless Network of Tennessee, LLC	Interconnection	6/25/2018
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Peerless Network of Texas, LLC	Interconnection	6/26/2018
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Peerless Network of Wisconsin, LLC	Interconnection	6/27/2018