## DOCKET NO. 20220170-TP



**Sally Briar** Area Manager-Regulatory Relations AT&T 4426 Savage Pointe Dr. Franklin, TN 37064 T: (630)460-5833 sb1621@att.com www.att.com

FILED 9/29/2022 DOCUMENT NO. 08320-2022 FPSC - COMMISSION CLERK

September 29, 2022

Adam J. Teitzman Commission Clerk Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

Re: Approval of Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida d/b/a AT&T Southeast and Fusion Cloud Services, LLC ("CLEC")

Mr. Teitzman:

Attached for filing and approval is an Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida d/b/a AT&T Southeast and CLEC. The underlying agreement was filed on March 29, 2007 in Docket Number 20040514-TP.

Please contact me if you have any questions regarding this filing.

Sincerely,

Sally Briar

Sally Brian

Area Manager-Regulatory Relations

Attachment

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# AMENDMENT BETWEEN

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

# **AND**

FUSION CLOUD SERVICES, LLC
(IN OKLAHOMA REGISTERED AS FUSION CLOUD SERVICES, LLC
D/B/A FUSION CLOUD SERVICES OF OKLAHOMA;
AND SUCCESSOR IN INTEREST TO FUSION TELECOM OF KANSAS,
LLC AND FUSION COMMUNICATIONS, LLC-[IN FLORIDA WAS
FORMERLY REGISTERED AS FUSION COMMUNICATIONS SERVICES,
LLC D/B/A FUSION COMMUNICATIONS SERVICES, LLC, AND IN
GEORGIA WAS FORMERLY REGISTERED AS FUSION
COMMUNICATIONS SERVICES, LLC]), AND FUSION TELECOM OF
TEXAS, LTD., LLP AND IN TEXAS SUCCESSOR IN INTEREST TO
FUSION COMMUNICATIONS, LLC (IN TEXAS WAS FORMERLY
REGISTERED AS FUSION COMMUNICATIONS, LLC D/B/A FUSION
COMMUNICATIONS SERVICES, LLC)



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Signature: <u>eSig</u>	ned - Pamela L. Hintz	Signature:	eSigned - Kristen E. Shore
Name	ned - Pamela L. Hintz	Name:	eSigned - Kristen E. Shore
9	(Print or Type)		(Print or Type)
Title: Vice Presi	dent of Regulatory Compliance (Print or Type)	Title:	AVP- Regulatory (Print or Type)
Date:	30 Aug 2022	Date:	30 Aug 2022

Fusion Cloud Services, LLC (In Oklahoma Registered as Fusion Cloud Services, LLC d/b/a Fusion Cloud Services of Oklahoma; and successor in interest to Fusion Telecom of Kansas, LLC and Fusion Communications, LLC [In Florida was formerly registered as Fusion Communications Services, LLC d/b/a Fusion Communications Services, LLC, AND in Georgia was formerly registered as Fusion Communications services. LLC1), and Fusion Telecom of Texas, Ltd., LLP and in Texas interest successor in to **Fusion** Communications, LLC (in Texas was formerly registered as Fusion Communications. LLC d/b/a Fusion Communications Services, LLC)

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 Telephone Company d/b/a CALIFORNIA. Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

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

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CALIFORNIA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 307G, 7276, 7775, 6104, 4363, 7729, 7012, 4147	3621, 5370, 4961	206C, 580F, 4961, 5370, 9222
FLORIDA	7039, 7611, 8860, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775,4147 7012, 7700, 1604,176J	7011, 9353, 170C, 5741, 610E, 5739, 6236, 8368, 2720, 4198	2721, 1898, 206A, 4198, 5128, 018A, 0657, 152D, 155B, 177E, 3135, 3872,700E, 2720
GEORGIA	7039, 7611, 8860, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104 7700, 176J	055G, 817A, 1768,171C, 4361	1986, 2720, 4361, 053H, 144H, 5348 817A, 1769
ILLINOIS	7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104, 176J	950C	2491, 4327, 590E
INDIANA	7039, 7611, 8860, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 6104, 7729, 4147	673C, 3241	1899, 3136
KANSAS	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 307G, 7276, 7775, 6104, 7729, 4147	379G, 984A, 675C, 8856, 4186	4186, 4910, 4911, 9238, 8856, 0840
KENTUCKY	7039, 7611, 8860, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 6104, 7729, 4147, 7700	1940, 9289, 172C, 5743, 252A, 626A, 9360, 2720	2722, 0393, 7514, 3133, 1940

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LOUISIANA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 307G, 7276, 7775, 7700, 6104, 4147	173C, 5015, 572A, 9316, 9567	0947, 1738, 3133, 1940
MICHIGAN	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7729 7096, 307G, 7276, 7775, 4147, 6104	4328, 671C	288E, 2211, 4328, 9352, 9106, 562D
MISSISSIPPI	7039, 7611, 8860, 176J, 7617, 165J, 343G, 384G, 581F, 4147 7096, 307G, 7276, 7775, 8860, 6104	5744, 3239, 6236, 9292, 9337, 5317, 2720	5174, 3731, 5317, 2720
MISSOURI	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 307G, 7276, 6104, 7775, 4147	916F, 8665	1428, 4736, 8665, 034H,9335,215D
NEVADA	7039, 7611, 8860, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147	253A, 3238, 515B	137H
NORTH CAROLINA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 6104, 307G, 7276, 7775, 7700, 4147	175C, 5745, 577A, 9317, 9354, 3137, 3758	3758, 2435, 3137, 2720
ОНЮ	7039, 7611, 7775 8860,7096, 176J, 7617, 165J, 343G, 384G, 581F, 4147 307G, 7276, 6104	672C, 007A	2212, 230F, 159D, 4329

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OKLAHOMA	7039, 7611, 8860, 7096, 176J, 7617, 7729, 165J, 343G, 4147, 384G, 581F, 7775, 307G, 7276, 6104	921A, 3237	4833, 3642, 9223, 9575
SOUTH CAROLINA	7039, 7611, 7775, 8860,7096, 176J, 7617, 165J, 343G, 6104, 384G, 581F, 7700, 307G, 7276, 4147	8067, 174C, 5746, 5369, 3094	2441, 3094, 5369, 9318
TENNESSEE	7039, 7611, 8860, 176J, 7617,165J, 343G,384G, 581F, 7096, 307G, 7276, 7775, 7700, 6104, 4147	476C, 5859, 5390, 579A, 3290, 1739	3290, 5390
TEXAS	176J, 7039, 7611, 8860, 7096, 7617, 165J, 343G, 384G, 581F, 307G, 7276, 4147, 7775, 6104, 7729	6239, 496A,9589, 3750, 4737,4364	2152, 4330, 4833, 9473, 3750, 4737, 8861, 9221, 4911
WISCONSIN	7039, 7611, 8860, 7096, 176J, 7729 165J, 343G, 384G, 581F, 307G, 7276, 7775, 4147, 7617, 6104	247D, 5240, 3246	1747, 247D, 3246, 5240

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

# AMENDMENT TO THE AGREEMENT BETWEEN

FUSION CLOUD SERVICES, LLC
(IN OKLAHOMA REGISTERED AS FUSION CLOUD SERVICES, LLC D/B/A FUSION CLOUD
SERVICES OF OKLAHOMA;

AND SUCCESSOR IN INTEREST TO FUSION TELECOM OF KANSAS, LLC
AND

**FUSION COMMUNICATIONS, LLC** 

[IN FLORIDA WAS FORMERLY REGISTERED AS FUSION COMMUNICATIONS SERVICES, LLC D/B/A FUSION COMMUNICATIONS SERVICES, LLC, AND

IN GEORGIA WAS FORMERLY REGISTERED AS FUSION COMMUNICATIONS SERVICES, LLC]), AND

FUSION TELECOM OF TEXAS, LTD., LLP AND IN TEXAS SUCCESSOR IN INTEREST TO FUSION COMMUNICATIONS, LLC (IN TEXAS WAS FORMERLY REGISTERED AS FUSION COMMUNICATIONS, LLC D/B/A FUSION COMMUNICATIONS SERVICES, 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 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 certain interconnection and/or resale agreements by and between each AT&T entity (collectively or as applicable, individually, AT&T) listed in each row of Column A of the attached Exhibit A and each Fusion entity (collectively or as applicable, individually, "Fusion" or "CLEC") listed in Column B of the same row of Exhibit A (collectively, "Agreements" or as applicable, individually, "Agreement"). Each party is hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, the AT&T entity listed in each row of Column A of Exhibit A and the CLEC entity listed in Column B of the same row of Exhibit A are parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"); and

**WHEREAS**, the Parties desired to consolidate certain Agreements, amend certain Agreements, and terminate certain other redundant Agreements; and

WHEREAS, unless otherwise noted, the Fusion entities listed as Fusion Communications, LLC or Fusion Telecom of Kansas, LLC in certain rows of Column B of Exhibit A ("Fusion Assignors") are assigning their respective interests in the specified Agreements referenced in that row of Exhibit A to the specific Fusion entity listed on the same row in Column C of Exhibit A, unless noted otherwise ("Fusion Assignees"); and

**WHEREAS**, through this Amendment, the Parties amend the Agreements that are not being terminated as shown in Exhibit A; and

WHEREAS, the Parties desire to amend the Agreements not being terminated as shown in Exhibit A to implement the following FCC Orders: (a) Memorandum Opinion and Order, WC Docket No. 18-141, 34 Rcd 6503, FCC 19-72 (rel. Aug. 2, 2019) ("FCC's Aug. 2, 2019 Forbearance Order"); (b) Memorandum Opinion and Order, WC Docket No. 18-141, et al., 34 Rcd 5767, FCC 19-66 (rel. July 12, 2019) ("FCC's July 12, 2019 Forbearance Order"); (c) Report and Order, WC Docket No. 19-308, FCC 20-152 (rel. Oct. 28, 2020) ("FCC's 2020 Forbearance Order") (collectively, "FCC's Forbearance Orders").

**NOW**, **THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree 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.
- Conversion from Wholesale 251(c)(4) Resold Telecommunications Services to 251(b)(1) Resale.
  - 2.1 After February 2, 2020, all resale services CLEC orders pursuant to Section 251(c)(4), 47 U.S.C. § 251(c)(4), in this Agreement shall be deemed to be pursuant to Section 251(b)(1), 47 U.S.C. § 251(b)(1). After August 2, 2022, all resale services, that CLEC purchases pursuant to Section 251(c)(4) in this Agreement will be provided pursuant to Section 251(b)(1). The rates, terms and conditions of these resale provisions in the Agreement shall continue to apply, provided however that AT&T may modify or discontinue to the resale discount, subject to state law limitations or requirements (such as, without limitation, a state law requirement that a resale discount include an avoided cost discount), upon at least 120 days prior notification via an Accessible Letter, and performance remedies for resale services shall not apply to Section 251(b)(1) resale services.
- 3. Discontinuance of Voice-Grade Analog Loop UNEs.
  - 3.1 As of February 3, 2020, CLEC may no longer order analog voice-grade 2-wire and 4-wire copper loop Unbundled Network Elements ("UNEs") (collectively, "Voice-Grade Analog Loop UNEs") pursuant to this Agreement.
  - 3.2 Any existing Voice-Grade Analog Loop UNEs ordered on or before February 2, 2020 are grandfathered and will remain available to CLEC until August 2, 2022 ("Voice-Grade Analog Loop UNEs-Embedded Base"). CLEC will complete the conversion and/or disconnection of all Voice Grade Analog Loop UNEs-Embedded Base by August 2, 2022. Should AT&T or CLEC identify any remaining Voice Grade Analog Loop UNEs-Embedded Base after August 2, 2022, CLEC will immediately submit orders to transition such Voice Grade Analog Loop UNEs-Embedded Base to another service or disconnect them.
  - 3.3 For any complete order submitted by CLEC to disconnect or convert Voice Grade Analog Loop UNEs-Embedded Base to another service on or before May 22, 2022, AT&T will process such orders and not subject such orders to a surcharge. Notwithstanding the forgoing, if CLEC and AT&T entered into a project plan by September 1, 2021 for conversion of its Voice Grade Analog Loop UNEs-Embedded Base to another service, and CLEC submitted all Local Service Requests ("LSRs") in accordance with such plan (which for avoidance of doubt includes submitting all LSRs by May 22, 2022) and if AT&T is unable to process such LSRs by August 2, 2022, AT&T shall not assess a surcharge. A LSR shall be considered submitted by May 22, 2022, even if it subsequently requires clarification provided that CLEC promptly submits a subsequent LSR with the required clarification to resolve the error(s) in question promptly after AT&T provides a valid reason for rejecting the LSR.
  - 3.4 To the extent CLEC fails to adhere to the above, AT&T will in the following order:
    - 3.4.1 Convert any remaining Voice-Grade Analog Loop UNEs-Embedded Base to an analogous arrangement available under a separate commercial agreement executed by the Parties,
    - 3.4.2 Convert any remaining Voice-Grade Analog Loop UNEs-Embedded Base to an applicable service in an AT&T tariff or guidebook, if any (in which case month-to-month rates, terms and conditions shall apply), or
    - 3.4.3 Reprice any remaining Voice-Grade Analog Loop UNEs-Embedded Base by application of a new rate (or by application of a surcharge to an existing rate), or
    - 3.4.4 Disconnect these Voice-Grade Analog Loop UNEs-Embedded Base.

#### 4. <u>Discontinuance of Certain DS1 and DS3 Transport UNEs</u>

- 4.1 As of January 13, 2020, CLEC may no longer order DS1 and DS3 Dedicated Transport UNEs whether stand-alone or part of a combination (e.g., Enhanced Extended Link) (collectively, "DS1 and DS3 Transport UNEs") pursuant to this Agreement between wire centers subject to the forbearance granted in the FCC's July 12, 2019 Forbearance Order, as set forth in Public Notice DA 19-733, dated August 1, 2019, as of the execution of this Amendment was available at <a href="https://docs.fcc.gov/public/attachments/DA-19-733A1.pdf">https://docs.fcc.gov/public/attachments/DA-19-733A1.pdf</a>.
- 4.2 Any DS1 and DS3 Transport UNEs in the aforementioned wire centers ordered on or before January 12, 2020, are grandfathered until July 12, 2022 ("DS1 and DS3 Transport UNEs-Embedded Base"). If CLEC and AT&T have entered into a commercial replacement agreement for DS1 and DS3 Transport UNEs-Embedded Base will convert to an analogous arrangement available under the separate commercial agreement executed by the Parties, or CLEC must otherwise disconnect any grandfathered DS1 and DS3 Transport UNEs-Embedded Base or convert them to another product/service offering on or before July 12, 2022, pursuant to the conversion of 251(c)(3) UNE/UNE Combinations to Wholesale Services provisions of this Agreement or other similar provision.
- 4.3 If CLEC fails to convert grandfathered DS1 and DS3 Transport UNEs-Embedded Base on or before July 12, 2022, at AT&T's sole discretion, AT&T may convert any, or all, of the remaining DS1 and DS3 Transport UNEs-Embedded Base to the equivalent Special Access service at month-to-month rates, terms and conditions, unless the Parties have entered into a separate commercial agreement for such services in which the rates, terms, and conditions of that commercial agreement shall apply. CLEC shall be responsible for all associated recurring and non-recurring charges. AT&T reserves the right to backbill CLEC for the difference between the rate for a DS1 and DS3 Transport UNE, as applicable, and the non-UNE rate that applies under this Section 4 for any new circuits inadvertently ordered after January 12, 2020, and any DS1 and DS3 Transport UNEs-Embedded Base remaining after July 12, 2022. For avoidance of doubt, orders for DS1 and DS3 Transport UNEs submitted on or before January 12, 2020 are not subject to the backbilling referenced in the prior sentence. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS1 and DS3 Transport UNEs as of the date specified by the FCC and adhere to any FCC specified transition deadlines.

### 5. <u>Discontinuance of 2-Wire Digital Loop UNEs</u>

- 5.1 As of February 9, 2023, CLEC may no longer order new two-wire copper loops conditioned to transmit digital signals ("2-Wire Digital Loop UNEs") pursuant to this Agreement in a Wire Center where at least 66% of census blocks served by that Wire Center are designated by the Census Bureau as an urbanized area (areas of 50,000 or more people). Such Wire Centers are listed on CLEC Online.
- 5.2 Any existing 2-Wire Digital Loop UNEs ordered on or before February 8, 2023, that can no longer be ordered per Section 5.1, above, are grandfathered and remain available until February 10, 2025 ("2-Wire Digital Loop UNEs-Embedded Base"). CLEC shall convert the 2-Wire Digital Loop UNEs-Embedded Base to a commercial offering, or an alternate arrangement, or disconnect such 2-Wire Digital Loop UNEs-Embedded Base on or before February 10, 2025.
- 5.3 To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take the following actions for any remaining 2-Wire Digital Loop UNEs-Embedded Base and CLEC will be responsible for all recurring and nonrecurring charges:
  - 5.3.1 Convert any remaining 2-Wire Digital Loop UNEs-Embedded Base to a 2-Wire digital arrangement available under a separate commercial agreement if executed between the Parties, if no such agreement is executed between the parties, AT&T may take one or more of the following actions:
    - 5.3.1.1 Convert any remaining 2-Wire Digital Loop UNEs-Embedded Base to an applicable service in an AT&T tariff or guidebook, if any (in which case month-to-month rates, terms and conditions shall apply), or
    - 5.3.1.2 Reprice any remaining 2-Wire Digital Loop UNEs-Embedded Base by application of a new rate (or by application of a surcharge to an existing rate), or
    - 5.3.1.3 Disconnect any remaining 2-Wire Digital Loop UNEs-Embedded Base.

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- 5.4 AT&T reserves the right to backbill CLEC for the difference between the rate for a 2-Wire Digital Loop UNE and the non-UNE rate that applies under this Section 5 for any new 2-Wire Digital Loop UNEs inadvertently ordered after February 8, 2023, and any 2-Wire Digital Loop UNEs-Embedded Base remaining after February 10, 2025.
- 5.5 AT&T's election to reprice the 2-Wire Digital Loop UNE shall not preclude AT&T from later converting the 2-Wire Digital Loop UNE to a digital arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.

#### 6. <u>Discontinuance of DS1 Loop UNEs</u>

- 6.1 As of February 9, 2023, CLEC may no longer order new DS1 Loop UNEs ("**DS1 Loop UNEs**") pursuant to this Agreement in Wire Centers deemed to be competitive in the FCC's BDS proceeding as listed in the "DS1/DS3 UNE Loop Competitive Wire Center List" as posted on CLEC Online, which may change from time to time, provided that any such AT&T list only includes the Wire Centers that the FCC has deemed competitive are set forth in <a href="https://docs.fcc.gov/public/attachments/DOC-344863A1">https://docs.fcc.gov/public/attachments/DOC-344863A1</a>. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS1 UNE Loops out of such additional wire centers as of the date specified by the FCC and adhere to any FCC specified transition deadlines.
- 6.2 Any existing DS1 Loop UNEs ordered on or before February 8, 2023 that can no longer be ordered per Section 6.1 above are grandfathered and can remain in place until August 8, 2024 (collectively, "**DS1 Loop UNEs-Embedded Base**"). CLEC shall convert the DS1 Loop UNEs-Embedded Base to an alternate arrangement, or disconnect such DS1 Loop UNEs-Embedded Base on or before August 8, 2024.
- 6.3 To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take the following actions for any remaining DS1 Loop UNEs-Embedded Base and CLEC will be responsible for all recurring and non-recurring charges:
  - 6.3.1 Convert any remaining DS1 Loop UNEs-Embedded Base to an arrangement available under a separate commercial agreement between the Parties, if no such agreement is executed between the parties, AT&T may take one or more of the following actions:
    - 6.3.1.1 Convert any remaining DS1 Loop UNEs-Embedded Base to an applicable service in an AT&T tariff or guidebook (in which case month-to-month rates, terms and conditions shall apply), or
    - 6.3.1.2 Reprice any remaining DS1 Loop UNEs-Embedded Base by application of a new rate (or by application of a surcharge to an existing rate), or
    - 6.3.1.3 Disconnect any remaining DS1 Loop UNEs-Embedded Base.
- 6.4 AT&T reserves the right to backbill CLEC for the difference between the rate for a DS1 Loop UNE and the non-UNE rate that applies under this Section 6 for any new DS1 Loop UNEs inadvertently ordered after February 8, 2023, and any DS1 Loop UNEs-Embedded Base remaining after August 8, 2024.
- 6.5 AT&T's election to reprice DS1 Loop UNEs shall not preclude AT&T from later converting the DS1 Loop UNEs to a DS1 arrangement available under a separate AT&T tariff or guidebook service.

#### 7. Discontinuance of DS3 Loop UNEs

- 7.1 As of February 9, 2021, CLEC may no longer order new DS3 Loop UNEs ("DS3 Loop UNEs") pursuant to this Agreement in Wire Centers deemed to be competitive in the FCC's BDS proceeding as listed in the "DS1/DS3 UNE Loop Competitive Wire Center List" as posted on CLEC Online, provided that any such AT&T list only includes the Wire Centers that the FCC has deemed competitive that are set forth https://docs.fcc.gov/public/attachments/DOC-344863A1. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS3 UNE Loops as of the date specified by the FCC and adhere to any FCC specified transition deadlines.
- 7.2 Any existing DS3 Loop UNEs ordered on or before February 8, 2021 that can no longer be ordered per Section 7.1, above, are grandfathered and can remain in place until February 8, 2024 (collectively, "DS3 Loop UNEs-Embedded Base"). CLEC shall convert the DS3 Loop UNEs-Embedded Base to an alternate arrangement, or disconnect such DS3 Loop UNEs-Embedded Base on or before February 8, 2024.

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- 7.3 To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take the following actions for any remaining DS3 Loop UNEs-Embedded Base and CLEC will be responsible for all recurring and non-recurring charges:
  - 7.3.1 Convert any remaining DS3 Loop UNEs-Embedded Base to an arrangement available under a separate commercial agreement between the Parties, if no such agreement is executed between the parties, AT&T may take one or more of the following actions:
    - 7.3.1.1 Convert any remaining DS3 Loop UNEs-Embedded Base to an applicable service in an AT&T tariff or guidebook (in which case month-to-month rates, terms and conditions shall apply), or
    - 7.3.1.2 Reprice any remaining DS3 Loop UNEs-Embedded Base by application of a new rate (or by application of a surcharge to an existing rate), or
    - 7.3.1.3 Disconnect any remaining DS3 Loop UNEs-Embedded Base.
- 7.4 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 7 for any new DS3 Loop UNEs inadvertently ordered after February 8, 2021, and any DS3 Loop UNEs-Embedded Base remaining after February 8, 2024.
- 7.5 AT&T's election to reprice DS3 Loop UNEs shall not preclude AT&T from later converting the DS3 Loop UNEs to a DS3 arrangement available under a separate AT&T tariff or guidebook service.

#### 8. Discontinuance of Dark Fiber Transport UNEs

- 8.1 As of February 8, 2021, CLEC may no longer order new Dark Fiber Dedicated Transport UNEs ("Dark Fiber Transport UNEs") pursuant to this Agreement when both wire centers defining the route are either Tier 1, Tier 2, or a Tier 3 wire center identified on the list of wire centers in the August 1, 2019 Public Notice issued by the FCC's Wireline Competition Bureau in WC Docket 18-141 (DA 19-733) that the FCC has identified as having competitive fiber located within a half mile, available at <a href="https://docs.fcc.gov/public/attachments/DOC-358840A1.pdf">https://docs.fcc.gov/public/attachments/DOC-358840A1.pdf</a>. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering Dark Fiber Transport UNEs on routes out of such additional wire centers (when both wire centers defining the route are either Tier 1, Tier 2, or a Tier 3 wire center that the FCC has identified as having competitive fiber located within a half mile) as of the date specified by the FCC and adhere to any FCC specified transition deadlines.
- 8.2 Such Dark Fiber Transport UNEs ordered before February 8, 2021 that can no longer be ordered per Section 8.1, above, are grandfathered and remain available until February 8, 2029 (collectively, "Dark Fiber Transport UNEs-Embedded Base"). CLEC shall convert the Dark Fiber Transport UNEs-Embedded Base to an alternate arrangement, or disconnect such Dark Fiber Transport UNEs-Embedded Base on or before February 8, 2029. 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 Dark Fiber Transport UNEs-Embedded and CLEC will be responsible for all recurring and non-recurring charges:
  - 8.2.1 Convert any remaining Dark Fiber Transport UNEs-Embedded Base to an arrangement available under a separate commercial agreement between the Parties, if no such agreement is executed between the parties, AT&T may take one or more of the following actions:
    - 8.2.1.1 Convert any remaining Dark Fiber Transport UNEs-Embedded Base to applicable service in an AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
    - 8.2.1.2 Reprice any remaining Dark Fiber Transport UNEs-Embedded Base by application of a new rate (or by application of a surcharge to an existing rate), or
    - 8.2.1.3 Disconnect any remaining Dark Fiber Transport UNEs-Embedded Base.

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#### 9. <u>Discontinuance of Subloop UNEs and NID UNEs</u>

- 9.1 As of February 9, 2021, CLEC may no longer order new UNE Subloops or UNE Network Interface Devices (NIDs) pursuant to this Agreement.
- 10. To the extent it is commercially reasonable, CLEC will endeavor to provide a forecast of the total number of Discontinued UNEs 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 applicable transition period.
- 11. The Fusion Assignors hereby assign their respective interest in the specified Agreements to the respective Fusion Assignees as shown in Exhibit A. Such Fusion Assignors hereby agree to be removed from such Agreements. AT&T consents to such assignments and removals.
- 12. As shown on Exhibit A, the Agreement between BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA and Fusion Communications, LLC d/b/a Fusion Communications Services, LLC is to be terminated with the billing codes transferred to Fusion Cloud Services, LLC when this Amendment becomes effective.
- 13. As shown on Exhibit A, the Agreement between BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA and Fusion Communications Services, LLC is to be terminated with the billing codes transferred to Fusion Cloud Services, LLC when this Amendment becomes effective
- 14. As shown on Exhibit A, the Agreement between Southwestern Bell Telephone Company d/b/a AT&TTEXAS and Fusion Communications, LLC d/b/a Fusion Communications Services, LLC is to be terminated with the billing codes transferred to Fusion Telecom of Texas, Ltd., LLP when this Amendment becomes effective.
- 15. For avoidance of any doubt, as a result of this Amendment, each Agreement listed in each row of Exhibit A that is not terminated is by and between the AT&T entity listed in each row of Column A and the Fusion entity listed in the same row of Column C of Exhibit A ("Legal Fusion Name").
- 16. For each account previously billed to a specific Fusion entity associated with the specific Agreements upon which the Section 11, above, assignment applies, AT&T shall reflect the assignment from the applicable Current Fusion Name (listed in Column B of Exhibit A that are designated to be assigned) to the applicable Legal Fusion Name (listed in Column C of Exhibit A) only for the main billing account (header card). AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, the applicable Legal Fusion Name affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by the applicable Current Fusion Name (listed in Column B of Exhibit A) with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
- 17. Upon execution of this Amendment by the Parties, each Fusion entity associated with a Legal Fusion Name under the nonterminated Agreements listed in Exhibit A shall operate with AT&T under the applicable Legal Fusion Name for those accounts. Such operation shall include, by way of example only, submitting orders under the applicable Legal Fusion Name, and may include labeling (including re-labeling) equipment and facilities with the applicable Legal Fusion Name, Any change in a Legal Fusion Name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only the Legal Fusion Name is changing, and no Legal Fusion Name Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a name change ("Name Change") under this Section. For any Name Change and if requested by AT&T, the applicable Legal Fusion Name is responsible for (a) providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required; and (b) for any future Name Change, the Legal Fusion Name must submit the appropriate service request to AT&T to update all applicable billing accounts ("BANs"). The Legal Fusion Name under the Agreements listed in Exhibit A is responsible for the applicable processing/administration and nonrecurring charges for each service request, if applicable. Should a Legal Fusion Name under the Agreements listed in Exhibit A desire to change its name on individual circuits and/or End User records, the Legal Fusion Name must submit the appropriate service request(s) to AT&T to update the Legal Fusion Name on individual circuits and/or End User records, and such Legal Fusion Name is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).

18. The Notices Section from the Agreements are replaced with the notices language below. References to CLEC below shall be to the applicable Legal Fusion Name listed in Column C of Exhibit A for each of the Agreements listed in each row of Exhibit A.

#### N. Notices

- N.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
  - N.1.1 delivered by electronic mail (email).
  - N.1.2 delivered by facsimile.
- Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
  - N.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section N.4 below.
  - N.2.2 delivered by facsimile provided CLEC has provided such information in Section N.4 below.
- N.3 Notices will be deemed given as of the earliest of:
  - N.3.1 the date of actual receipt.
  - N.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.
  - N.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.
- N.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	James P. Prenetta
	Executive Vice President & General Counsel
STREET ADDRESS	210 Interstate North Parkway, Suite 200
CITY, STATE, ZIP CODE	Atlanta, GA 30339
PHONE NUMBER*	212-201-2425
FACSIMILE NUMBER	N/A
EMAILADDRESS	James.prenetta@fusionconnect.com
With a copy to:	
NAME/TITLE	Pamela L. Hintz
	Vice President of Regulatory Compliance
STREET ADDRESS	210 Interstate North Parkway, Suite 200
CITY, STATE, ZIP CODE	Atlanta, GA 30339
PHONE NUMBER*	978-848-2055
FACSIMILE NUMBER	N/A
EMAILADDRESS	Pamela.hintz@fusionconnect.com

NAME/TITLE	Contract Management

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

<sup>\*</sup>Informational only and not to be considered as an official notice vehicle under this Section.

- N.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section N. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- N.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. CLEC may change and/or add to the OCN and/or ACNA information in its CLEC Profiles and in doing so, CLEC shall also update its CLEC Profiles through the applicable form and/or web-based interface.
  - N.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until the CLEC Profile changes have been fully implemented.
  - N.6.2 For a period of not more than one hundred and twenty (120) days after the date of last signature to this Amendment, CLEC may be able to place orders for certain services from AT&T without having properly updated its existing CLEC Profiles. Thereafter, AT&T may at any time at its discretion eliminate such functionality without additional notice. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities may cease until CLEC has updated its CLEC Profile and AT&T has had time to validate and implement the CLEC Profile changes, usually within thirty (30) days of CLEC notifying AT&T that it had completed such updates.
- N.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
- 19. 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.
- 20. 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.
- 21. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 22. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 23. 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.

Amendment – FCC UNE and Resale Forbearance includes FCC UNE Forbearance (Additional Relief)/AT&T-21STATE
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24. 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.

## **EXHIBIT A**

AT&T ILEC Entity Name ("AT&T")	Current Fusion Name ("CLEC") <sup>1</sup>	Legal Fusion Name	Fusion ACNA	Fusion CLEC OCN	Fusion ULEC/UNEP OCN	Fusion Resale OCN	CIC Code	Contract Type	Approved Date
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F	Col. G	Col. H	Col. I	Col. J
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA;	Fusion Cloud Services, LLC	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, TTU, UID	2828, 1897, 169C, 5409	168C, 624A, 2720, 2828	7039, 7611, 8860, 7096, 1761, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7700, 6104	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	7/1/2008
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Fusion Cloud Services, LLC	Fusion Cloud Services, LLC	AXI, IOX, VLK, BYG, ENC	372F, 969A	674C, 283D, 3244	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	1/21/2009
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Fusion Communications, LLC (1)	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, NIK, SUU, UID, ENC	206C 580F, 4961, 5370, 9222	3621, 5370, 4961	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 7012, 4147, 4363	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	1/19/2008
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Fusion Cloud Services, LLC	Fusion Cloud Services, LLC	AXJ, IOX, VLK, ENC, SUU, TTU, UID, BYG	2721, 1898, 206A, 4198, 5128, 018A, 0657, 152D, 155B, 177E, 3135, 3872, 2720, 700E	7011, 9353, 170C, 5741, 610E, 5739, 6236, 8368, 2720, 4198	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775,4147 7012, 7700, 1604, 176J	5530, 5957, 5533, 0678, 0679, 0859, 5954	Interconnection Agreement	5/26/2010

<sup>1</sup> A "(1)" reference beside a Current Fusion Name in Column B indicates the Agreement is being assigned to the Fusion entity listed in Column C.

AT&T ILEC Entity Name ("AT&T")	Current Fusion Name ("CLEC") <sup>1</sup>	Legal Fusion Name	Fusion ACNA	Fusion CLEC OCN	Fusion ULEC/UNEP OCN	Fusion Resale OCN	CIC Code	Contract Type	Approved Date
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F	Col. G	Col. H	Col. I	Col. J
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Fusion Communications, LLC d/b/a Fusion Communications Services, LLC	Terminated and codes transferred to Fusion Cloud Services, LLC						Interconnection Agreement	6/27/2007
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Fusion Cloud Services, LLC	Fusion Cloud Services, LLC	AXJ, IOX, VLK, ENC, TTU, UID, BYG	1986, 2720, 4361, 053H, 144H, 5348, 817A, 1769	055G, 817A, 1768,171C, 4361	7039, 7611, 8860, 7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104, 7700, 176J	5530, 5957, 5533, 0678, 0679, 0859, 5954	Interconnection Agreement	8/8/2008
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Fusion Communications Services, LLC	Terminated and codes transferred to Fusion Cloud Services, LLC						Interconnection Agreement	1/9/2007
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS (Previously referred to as Illinois Bell Telephone Company d/b/a AT&T ILLINOIS)	Fusion Communications, LLC (1)	Fusion CSI, LLC	AXJ, IOX, VLK, BYG, ENC, UID	2491, 4327, 590E	950C	7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104, 176J	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/18/2004
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Fusion Cloud Services, LLC	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, UID, ENC	1899, 3136	673C, 3241	7039, 7611, 8860, 7096, 1761, 7617, 1651, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	6/7/2007
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Fusion Telecom of Kansas, LLC (1)	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, UID, ENC	4186, 4910, 4911, 9238, 8856, 0840	379G, 984A, 675C,8856, 4186	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	5954, 5530, 5957, 5533, 0678, 0859	Interconnection Agreement	1/25/2006
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Fusion Cloud Services, LLC	Fusion Cloud Services, LLC	AXJ, IOX,	2722, 0393,	1940, 9289, 172C, 5743,	7039, 7611, 8860, 7096,	5954, 5530,	Interconnection Agreement	6/27/2008

AT&T ILEC Entity Name ("AT&T")	Current Fusion Name ("CLEC") <sup>1</sup>	Legal Fusion Name	Fusion ACNA	Fusion CLEC OCN	Fusion ULEC/UNEP OCN	Fusion Resale OCN	CIC Code	Contract Type	Approved Date
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F	Col. G	Col. H	Col. I	Col. J
			VLK, BYG, UID, SEQ, ENC, TTU,	7514, 3133, 1940	252A, 626A, 9360, 2720	176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147, 7700	5957, 5533, 0678, 0679, 0859		
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Fusion Cloud Services, LLC	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, TTU, UID	0947, 1738, 3133, 1940	173C, 5015, 572A, 9316, 9567	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775,7700, 6104, 4147	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	9/11/2008
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Fusion Communications, LLC (1)	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, UID, ENC	288E, 2211, 4328, 9352, 9106, 562D	4328, 671C	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617, 6104, 7729	5954, 5530, 5957, 5533, 0678, 0679 0859	Interconnection Agreement	11/9/2006
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Fusion Cloud Services, LLC	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG UID, ENC	1428, 4736, 8665, 034H, 9335, 215D	916F, 8665	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617, 6104	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/12/2005
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Fusion Cloud Services, LLC	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, UID	5174, 3731, 5317, 2720	5744, 3239, 6236, 9292, 9337, 5317, 2720	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 8860, 6104, 4147	5954, 5530, 5957, 5533, 0678, 0679 0859	Interconnection Agreement	8/22/2008

AT&T ILEC Entity Name ("AT&T")	Current Fusion Name ("CLEC") <sup>1</sup>	Legal Fusion Name	Fusion ACNA	Fusion CLEC OCN	Fusion ULEC/UNEP OCN	Fusion Resale OCN	CIC Code	Contract Type	Approved Date
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F	Col. G	Col. H	Col. I	Col. J
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Fusion Cloud Services, LLC	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC	137H	253A, 3238, 515B	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147	5954, 5530, 5957, 5533, 0678, 0679	Interconnection Agreement	4/14/2014
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Fusion Cloud Services, LLC	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, TTU, UID	3758, 2435, 3137, 2720	175C, 5745, 577A, 9317, 9354, 3137, 3758	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7700, 4147, 6104	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/8/2008
The Ohio Bell Telephone Company d/b/a AT&T Ohio	Fusion Cloud Services, LLC	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, UID	2212, 230F, 159D, 4329	672C, 007A	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104	5954, 5530, 5957, 5533, 0678, 0679	Interconnection Agreement	8/9/2007
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Fusion Cloud Services, LLC d/b/a Fusion Cloud Services of Oklahoma	Fusion Cloud Services, LLC d/b/a Fusion Cloud Services of Oklahoma	AXJ, IOX, VLK, BYG, UID, ENC	4833, 3642, 9223, 9575	921A, 3237	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/24/2006
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Fusion Cloud Services, LLC	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, TTU, UID	2441, 3094, 5369, 9318	8067, 174C, 5746, 5369, 3094	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775,7700, 4147, 6104	5954, 5530, 5957, 5533, 0678, 0679 0859	Interconnection Agreement	7/16/2008

AT&T ILEC Entity Name ("AT&T")	Current Fusion Name ("CLEC") <sup>1</sup>	Legal Fusion Name	Fusion ACNA	Fusion CLEC OCN	Fusion ULEC/UNEP OCN	Fusion Resale OCN	CIC Code	Contract Type	Approved Date
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F	Col. G	Col. H	Col. I	Col. J
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Fusion Cloud Services, LLC	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, TTU, ENC, UID	3290, 5390	476C, 5859, 5390, 579A, 3290, 1739	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7700, 6104, 4147	5954, 5530, 5957, 5533, 0678, 0679 0859	Interconnection Agreement	7/14/2008
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Fusion Telecom of Texas, Ltd., LLP	Fusion Telecom of Texas, Ltd., LLP	AXJ, IOX, VLK, UID, ENC, NIK BYG	4330, 4833, 9473, 3750, 4737, 8861, 9221, 4911 2152	6239, 496A, 9589, 3750, 4737, 4364	7039, 7611, 8860, 7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104,7729, 4147	5530, 5957, 5533, 0678, 0679, 0859 5954	Interconnection Agreement	8/29/2005
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Fusion Communications, LLC d/b/a Fusion Communications Services, LLC	Terminated and codes transferred to Fusion Telecom of Texas, Ltd., LLP						Interconnection Agreement	8/29/2005
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Fusion Cloud Services, LLC	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, UID	1747, 247D, 3246, 5240	247D, 5240, 3246	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617,6104, 7729	5954, 5530, 5957, 5533, 0678, 0679	Interconnection Agreement	8/6/2007

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# **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 WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

# **AND**

FUSION CLOUD SERVICES, LLC (REGISTERED IN ILLINOIS AS FUSION CSI, LLC AND REGISTERED IN OKLAHOMA AS FUSION CLOUD SERVICES, LLC D/B/A FUSION CLOUD SERVICES OF OKLAHOMA), AND FUSION TELECOM OF TEXAS, LTD., LLP

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Signature: _	eSigned - Pamela L. Hintz	Signature: _	eSigned - Kristen E. Shore
Name:	eSigned - Pamela L. Hintz	Name:	eSigned - Kristen E. Shore
Title: Vice F	(Print or Type)  President of Regulatory Compliance	Title:	(Print or Type)  AVP- Regulatory
11401 <u>1100 1</u>	(Print or Type)		(Print or Type)
Date:	30 Aug 2022	Date:	30 Aug 2022

Fusion Cloud Services, LLC (Registered in Illinois as Fusion CSI, LLC and registered in Oklahoma as Fusion Cloud Services, LLC d/b/a Fusion Cloud Services of Oklahoma), and Fusion Telecom of Texas, LTD., LLP

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

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

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CALIFORNIA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 307G, 7276, 7775, 6104, 4363, 7729, 7012, 4147	3621, 5370, 4961	206C, 580F, 4961, 5370, 9222
FLORIDA	7039, 7611, 8860, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775,4147 7012, 7700, 1604,176J	7011, 9353, 170C, 5741, 610E, 5739, 6236, 8368, 2720, 4198	2721, 1898, 206A, 4198, 5128, 018A, 0657, 152D, 155B, 177E, 3135, 3872,700E, 2720
GEORGIA	7039, 7611, 8860, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104 7700, 176J	055G, 817A, 1768,171C, 4361	1986, 2720, 4361, 053H, 144H, 5348 817A, 1769
ILLINOIS	7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104, 176J	950C	2491, 4327, 590E
INDIANA	7039, 7611, 8860, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 6104, 7729, 4147	673C, 3241	1899, 3136
KANSAS	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 307G, 7276, 7775, 6104, 7729, 4147	379G, 984A, 675C, 8856, 4186	4186, 4910, 4911, 9238, 8856, 0840
KENTUCKY	7039, 7611, 8860, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 6104, 7729, 4147, 7700	1940, 9289, 172C, 5743, 252A, 626A, 9360, 2720	2722, 0393, 7514, 3133, 1940

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LOUISIANA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 307G, 7276, 7775, 7700, 6104, 4147	173C, 5015, 572A, 9316, 9567	0947, 1738, 3133, 1940
MICHIGAN	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7729 7096, 307G, 7276, 7775, 4147, 6104	4328, 671C	288E, 2211, 4328, 9352, 9106, 562D
MISSISSIPPI	7039, 7611, 8860, 176J, 7617, 165J, 343G, 384G, 581F, 4147 7096, 307G, 7276, 7775, 8860, 6104	5744, 3239, 6236, 9292, 9337, 5317, 2720	5174, 3731, 5317, 2720
MISSOURI	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 307G, 7276, 6104, 7775, 4147	916F, 8665	1428, 4736, 8665, 034H,9335,215D
NEVADA	7039, 7611, 8860, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147	253A, 3238, 515B	137H
NORTH CAROLINA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 6104, 307G, 7276, 7775, 7700, 4147	175C, 5745, 577A, 9317, 9354, 3137, 3758	3758, 2435, 3137, 2720
ОНЮ	7039, 7611, 7775 8860,7096, 176J, 7617, 165J, 343G, 384G, 581F, 4147 307G, 7276, 6104	672C, 007A	2212, 230F, 159D, 4329

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OKLAHOMA	7039, 7611, 8860, 7096, 176J, 7617, 7729, 165J, 343G, 4147, 384G, 581F, 7775, 307G, 7276, 6104	921A, 3237	4833, 3642, 9223, 9575
SOUTH CAROLINA	7039, 7611, 7775, 8860,7096, 176J, 7617, 165J, 343G, 6104, 384G, 581F, 7700, 307G, 7276, 4147	8067, 174C, 5746, 5369, 3094	2441, 3094, 5369, 9318
TENNESSEE	7039, 7611, 8860, 176J, 7617,165J, 343G,384G, 581F, 7096, 307G, 7276, 7775, 7700, 6104, 4147	476C, 5859, 5390, 579A, 3290, 1739	3290, 5390
TEXAS	176J, 7039, 7611, 8860, 7096, 7617, 165J, 343G, 384G, 581F, 307G, 7276, 4147, 7775, 6104, 7729	6239, 496A,9589, 3750, 4737,4364	2152, 4330, 4833, 9473, 3750, 4737, 8861, 9221, 4911
WISCONSIN	7039, 7611, 8860, 7096, 176J, 7729 165J, 343G, 384G, 581F, 307G, 7276, 7775, 4147, 7617, 6104	247D, 5240, 3246	1747, 247D, 3246, 5240

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

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# AMENDMENT TO THE AGREEMENT BETWEEN

FUSION CLOUD SERVICES, LLC (REGISTERED IN ILLINOIS AS FUSION CSI, LLC AND REGISTERED IN OKLAHOMA AS FUSION CLOUD SERVICES, LLC D/B/A FUSION CLOUD SERVICES OF OKLAHOMA), AND FUSION TELECOM OF TEXAS, LTD., LLP

#### 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 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 interconnection agreements by and between each AT&T entity (collectively or as applicable, individually, AT&T) listed in each row of Column A of the attached Exhibit C and each Fusion entity (collectively or as applicable, individually, "CLEC") listed in Column B of the same row of Exhibit C (collectively, "Interconnection Agreements", or as applicable, individually, "Interconnection Agreement"). Each party is hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, AT&T and CLEC are parties to the Interconnection Agreements as shown in the attached Exhibit C, under Sections 251 and 252 of the Communications Act of 1934 as amended (the "Act") and as subsequently amended; and

WHEREAS, The Parties desire to amend the Interconnection Agreements to modify certain rates; and

**NOW**, **THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Interconnection Agreements 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. If CLEC is no longer purchasing out of a Local Wholesale Transport ("LWT") commercial agreement with AT&T LWT on routes between wire centers subject to forbearance granted in the FCC's July 12, 2019 Forbearance Order, FCC 19-66 (rel. July 12, 2019) as set forth in Public Notice DA 19-733, dated August 1, 2019, as of the execution of this Amendment was available at <a href="https://docs.fcc.gov/public/attachments/DA-19-733A1.pdf">https://docs.fcc.gov/public/attachments/DA-19-733A1.pdf</a> (collectively, "Forbearance Granted Wire Centers"), CLEC shall provide Notice to AT&T to implement the rates set forth in Exhibit B. Upon verification that CLEC is no longer purchasing LWT on routes between Forbearance Granted Wire Centers, AT&T will implement the rates in Exhibit B with an effective date of the date the CLEC provided valid Notice to the applicable Interconnection Agreement.
- 4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENTS 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 Interconnection Agreements, but

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rather, shall be coterminous with such Interconnection Agreements.

- 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 Interconnection Agreements (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into the Interconnection Agreements 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 – Amendment – DS1/DS3 Transport/AT&T-21STATE
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## **EXHIBIT C**

AT&T ILEC Entity Name ("AT&T") Col. A	Fusion Entity Name ("CLEC") Col. B	Contract Type Col. C	Approved Date Col. D	
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA;	Fusion Cloud Services, LLC	Interconnection Agreement	7/1/2008	
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Fusion Cloud Services, LLC	Interconnection Agreement	1/21/2009	
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Fusion Cloud Services, LLC	Interconnection Agreement	1/19/2008	
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Fusion Cloud Services, LLC	Interconnection Agreement	5/26/2010	
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Fusion Cloud Services, LLC	Interconnection Agreement	8/8/2008	
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS	Fusion CSI, LLC	Interconnection Agreement	8/18/2004	
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Fusion Cloud Services, LLC	Interconnection Agreement	6/7/2007	
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Fusion Cloud Services, LLC	Interconnection Agreement	1/25/2006	
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Fusion Cloud Services, LLC	Interconnection Agreement	6/27/2008	
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Fusion Cloud Services, LLC	Interconnection Agreement	9/11/2008	
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Fusion Cloud Services, LLC	Interconnection Agreement	11/9/2006	
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Fusion Cloud Services, LLC	Interconnection Agreement	8/12/2005	
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Fusion Cloud Services, LLC	Interconnection Agreement	8/22/2008	
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Fusion Cloud Services, LLC	Interconnection Agreement	4/14/2014	
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Fusion Cloud Services, LLC	Interconnection Agreement	8/8/2008	
The Ohio Bell Telephone Company d/b/a AT&T Ohio	Fusion Cloud Services, LLC	Interconnection Agreement	8/9/2007	
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Fusion Cloud Services, LLC d/b/a Fusion Cloud Services of Oklahoma	Interconnection Agreement	8/24/2006	
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Fusion Cloud Services, LLC	Interconnection Agreement	7/16/2008	
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Fusion Cloud Services, LLC	Interconnection Agreement	7/14/2008	
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Fusion Telecom of Texas, Ltd., LLP	Interconnection Agreement	8/29/2005	
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Fusion Cloud Services, LLC	Interconnection Agreement	8/6/2007	

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# PRICING SHEETS Exhibit A – DS1 DS3 Local Wholesale Transport

Attachment	State	Product	Rate Element Description	COS (Class o	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
		AT&T LOCAL WHOLESALE	11 (75)		41.500					
LWT	FL	TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD1	1L5XX		.27			mile
LWT	FL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD1	1L5XX		\$ 0.54	ļ		
LWT	FL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD1	1L5XX		\$ 2.70			
LWT	FL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD1	U1TF1		\$ 132.66	\$ 105.54	\$ 98.47	
LWT	FL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD1	U1TF1		\$ 265.32	\$ 105.54	\$ 98.47	
LWT	FL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD1	U1TF1		\$ 1,326.60	\$ 105.54	\$ 98.47	
LWT	FL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD3	1L5XX		\$ 5.80			mile
LWT	FL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD3	1L5XX		\$ 11.60	)		
LWT	FL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD3	1L5XX		\$ 58.00			
LWT	FL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD3	U1TF3		\$ 1,606.50	\$ 335.46	\$ 219.28	
LWT	FL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD3	U1TF3		\$ 3,213.00	\$ 335.46	\$ 219.28	
LWT	FL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD3	U1TF3		\$ 16,065.00	\$ 335.46	\$ 219.28	

PRICING SHEETS Page 4 of 21 Exhibit B Version: 2Q22 - UDT - 06/17/22

Contract Id: 2655682

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
		UNBUNDLED DEDICATED								
13	FL	TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX		\$ 0.19			mile
		UNBUNDLED DEDICATED								
13	FL	TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1		\$ 88.44	\$ 105.54	\$ 98.47	
		UNBUNDLED DEDICATED								
13	FL	TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX		\$ 3.87			mile
		UNBUNDLED DEDICATED								
13	FL	TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3		\$ 1,071.00	\$ 335.46	\$ 219.28	