

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 KANSAS, AT&T MISSOURI AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

AMERICAN MESSAGING SERVICES, LLC

Signature: eSigned - Jeff Chalmers

Signature: eSigned - Kristen Shore

Name: eSigned - Jeff Chalmers
 (Print or Type)

Name: eSigned - Kristen Shore
 (Print or Type)

Title: SVP & CFO
 (Print or Type)

Title: AVP Regulatory
 (Print or Type)

Date: 03 Dec 2020

Date: 04 Dec 2020

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

Description	OCN
OCN	9748 6906

Description	ACNA Code(s)
ACNA(s)	PTG AHG MCB MVZ PLP

**AMENDMENT TO THE AGREEMENT
BETWEEN
AMERICAN MESSAGING SERVICES, LLC
AND
AT&T**

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

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

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

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Parties hereby agree to add the following “Partner Deliver Service Arrangement” terms to the Section entitled “Interconnection” in the Agreement:
 - 3.1 Partner Delivery Service Arrangements for One-Way Traffic from AT&T to Carrier
 - 3.1.1 Notwithstanding any language in this Agreement regarding Interconnection to the contrary, Carrier may subcontract its Interconnection obligations for receipt of traffic from AT&T to a Third Party CLEC for Type 2 interconnection only (hereinafter referred to as “Partner Delivery Service Arrangements”) as follows:
 - 3.1.2 Carrier shall provide Notice in accordance with the Notice provisions of the General Terms and Conditions of this Agreement whenever it establishes or terminates a Partner Delivery Service Arrangement. AT&T shall have a reasonable transition time to establish or terminate a connection to a Third Party CLEC once Carrier provides Notice.
 - 3.1.3 Carrier retains its obligation to abide by all terms and conditions of this Agreement and is responsible for its subcontractor Third Party CLECs’ performance of Carrier’s obligations under this Agreement.
 - 3.1.4 Carrier must update the NPA-NXXs in the LERG for traffic it desires AT&T to terminate to Carrier’s Third Party CLEC. The POI in cases the where Carrier utilizes Partner Delivery Service Arrangements with AT&T shall be with the Third Party CLEC.
 - 3.1.5 Carrier acknowledges that AT&T will only transmit one-way traffic to Carrier through the Third Party CLEC in a Time Division Multiplexing (TDM) format compatible with AT&T’s network. For matters related to the jurisdiction of traffic, all traffic sent over Third Party CLEC interconnection trunks shall be treated as wireline traffic.
 - 3.1.6 The Parties agree that traffic sent to Carrier under this Section will be subject to bill and keep for purposes of intercarrier compensation. Under a bill and keep compensation arrangement, each Party retains the revenues it receives from its End Users and neither Party pays the other Party for the services provided.
 - 3.1.7 Neither Carrier nor AT&T intend to expose AT&T to any Third-Party charges based on Carrier’s election to implement a Partner Delivery Service Arrangement when AT&T sends traffic to Carrier via a Third-Party’s network. Should Third-Party impose any charge upon AT&T based on Carrier’s election to implement a Partner Delivery Service Arrangement, then Carrier shall be financially responsible for any such Third Party charges.

3. The Parties hereby agree to add the following Section entitled “Insurance” to the Agreement:

INS.0 Insurance

INS.1 At all times during the term of this Agreement, Carrier shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:

INS.1.1 With respect to Carrier’s performance under this Agreement, and in addition to Carrier’s obligation to indemnify, Carrier shall at its sole cost and expense:

INS.1.1.1 maintain the insurance coverage and limits required by this Section INS.0 and any additional insurance and/or bonds required by law:

INS.1.1.1.1 at all times during the term of this Agreement and until completion of all work associated with this Agreement is completed, whichever is later;

INS.1.1.1.2 with respect to any coverage maintained in a “claims-made” policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later. If a “claims-made” policy is maintained, the retroactive date must precede the commencement of work under this Agreement;

INS.1.1.2 require each subcontractor who may perform work under this Agreement or enter upon the work site to maintain coverage, requirements, and limits at least as broad as those listed in this Section 13.0 from the time when the subcontractor begins work, throughout the term of the subcontractor’s work; and with respect to any coverage maintained on a “claims-made” policy, for two (2) years thereafter:

INS.1.1.3 procure the required insurance from an insurance company eligible to do business in the state or states where work will be performed and having and maintaining a Financial Strength Rating of “A-” or better and a Financial Size Category of “VII” or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers’ Compensation insurance, Carrier may procure insurance from the state fund of the state where work is to be performed; and

INS.1.1.4 deliver to AT&T-21STATE certificates of insurance stating the types of insurance and policy limits upon written request by AT&T. Carrier, or its issuing insurance company, shall provide at least thirty (30) days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to AT&T-21STATE. Upon AT&T’s request, Carrier shall deliver such certificates, and copy the AT&T Notices Manager herein:

INS.1.1.4.1 prior to implementation of this Agreement and prior to commencement of any work;

INS.1.1.4.2 prior to submitting any ASRs and/or any other service requests; and

INS.1.1.4.3 prior to expiration of any insurance policy required in this Section 13.0; and

INS.1.1.4.4 within thirty (30) days of AT&T-21STATE request; and

INS.1.1.4.5 for any coverage maintained on a “claims-made” policy, for two (2) years following the term of this Agreement or completion of all work associated with is Agreement, whichever is later.

INS.1.2 The Parties agree:

- INS.1.2.1 the failure of AT&T-21STATE to demand such certificate of insurance or failure of AT&T-21STATE to identify a deficiency will not be construed as a waiver of Carrier's obligation to maintain the insurance required under this Agreement;
- INS.1.2.2 that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Carrier, nor be deemed as a limitation on Carrier's liability to AT&T-21STATE in this Agreement;
- INS.1.2.3 Carrier may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and
- INS.1.2.4 Carrier is responsible for any deductible or self-insured retention.

INS.2 The insurance coverage required by this Section INS.0 includes:

- INS.2.1 Workers' Compensation insurance with benefits afforded under the laws of any state in which the work is to be performed and Employers Liability insurance with limits of at least:
 - INS.2.1.1 \$500,000 for Bodily Injury – each accident; and
 - INS.2.1.2 \$500,000 for Bodily Injury by disease – policy limits; and
 - INS.2.1.3 \$500,000 for Bodily Injury by disease – each employee.
 - INS.2.1.4 To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of AT&T-21STATE, its Affiliates, and their directors, officers and employees.
- INS.2.2 In states where Workers' Compensation insurance is a monopolistic state-run system, Carrier shall add Stop Gap Employers Liability with limits not less than \$500,000 each accident or disease.
- INS.2.3 Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:
 - INS.2.3.1 \$2,000,000 General Aggregate limit; and
 - INS.2.3.2 \$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; and
 - INS.2.3.3 \$1,000,000 each occurrence limit for Personal Injury.
- INS.2.4 The **Commercial General Liability** insurance policy must include each Party, its Affiliates, and their directors, officers, and employees as Additional Insureds. Each Party shall provide a copy of the Additional Insured endorsement to the other Party. The Additional Insured endorsement may either be specific to each Party or may be "blanket" or "automatic" addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within sixty (60) days of execution of this Agreement and within sixty (60) days of each **Commercial General Liability** policy renewal; include a waiver of subrogation in favor of each Party, its Affiliates, and their directors, officers and employees; and be primary and non-contributory with respect to any insurance or self-insurance that is maintained by each Party.

INS.3 This Section INS.0 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a referenced instrument.

4. The Parties hereby agree to add the following Section entitled "Subcontractors" to the Agreement:

SUB.0 Subcontractors

- SUB.1 If either Party retains or engages any subcontractor to perform any of that Party’s obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors.
- SUB.2 Each Party will be solely responsible for payments due that Party’s subcontractors.
- SUB.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.
- SUB.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection products and/or services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.
- SUB.5 Any subcontractor that gains access to Customer Proprietary Network Information (CPNI) or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement

5. The Parties hereby agree to replace the Section entitled “Notices” with the following:

N.0 Notices

- N.1 Notices given by Carrier to AT&T-21STATE 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.
 - N.1.2 delivered by facsimile.
- N.2 Notices given by AT&T-21STATE to the Carrier 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 Carrier has provided such information in Section N.4 below.
 - N.2.2 delivered by facsimile provided Carrier 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	CARRIER CONTACT
NAME/TITLE	Debi Kroeger Hoover Director, Sales and Network
STREET ADDRESS	1720 Lakepointe Drive, Suite 100
CITY, STATE, ZIP CODE	Lewisville, TX 75057

PHONE NUMBER*	972-768-2986
FACSIMILE NUMBER	800-643-6498
EMAIL ADDRESS	Debi.kroeger@americanmessaging.net

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's Prime Access website

*Informational only and not to be considered as an official notice vehicle under this Section.

N.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section N.0. 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.5.1 Carrier may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from Carrier.

N.5.2 Carrier may be able to place orders for certain services in AT&T-21STATE without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if Carrier has not properly updated its CLEC Profile, ordering capabilities will cease, and Carrier will not be able to place orders until thirty (30) days after Carrier has properly updated its CLEC Profile.

N.6 AT&T-21STATE communicates official information to Carrier's via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T Prime Access website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

6. 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. In AT&T-21STATE, with the exception of AT&T OHIO and AT&T WISCONSIN, the Effective Date of this Amendment shall be ten (10) calendar days after the applicable state Commission approves this Amendment under Section 252(e) of the Act

or, absent such Commission approval, the date this Amendment is deemed approved under Section 252(e)(4) of the Act. In AT&T OHIO, based on the PUC-OH, the Amendment is Effective upon filing and is deemed approved by operation of law on the 91st day after filing. In AT&T WISCONSIN, the Effective Date of this Amendment shall be ten (10) calendar days after the mailing date of the final order approving this Amendment.

EXHIBIT A

AT&T ILEC (“AT&T”)	Carrier Legal Name (“Carrier”)	Contract Type	Approval Date/Effective date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	American Messaging Services, LLC	One-Way Paging Interconnection	8/10/2006
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	American Messaging Services, LLC	One-Way Paging Interconnection	12/14/2006
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	American Messaging Services, LLC	One-Way Paging Interconnection	8/10/2006
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	American Messaging Services, LLC	One-Way Paging Interconnection	2/9/2007
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)	American Messaging Services, LLC	One-Way Paging Interconnection	4/4/2007
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	American Messaging Services, LLC	One-Way Paging Interconnection	11/30/2006
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	American Messaging Services, LLC	One-Way Paging Interconnection	10/25/2006
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	American Messaging Services, LLC	One-Way Paging Interconnection	8/10/2006
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	American Messaging Services, LLC	One-Way Paging Interconnection	8/10/2006
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	American Messaging Services, LLC	One-Way Paging Interconnection	11/9/2006

AT&T ILEC (“AT&T”)	Carrier Legal Name (“Carrier”)	Contract Type	Approval Date/Effective date
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	American Messaging Services, LLC	One-Way Paging Interconnection	3/12/2007
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	American Messaging Services, LLC	One-Way Paging Interconnection	8/10/2006
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	American Messaging Services, LLC	One-Way Paging Interconnection	1/8/2007
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	American Messaging Services, LLC	One-Way Paging Interconnection	8/10/2006
The Ohio Bell Telephone Company d/b/a AT&T Ohio	American Messaging Services, LLC	One-Way Paging Interconnection	1/16/2007
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	American Messaging Services, LLC	One-Way Paging Interconnection	8/10/2006
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	American Messaging Services, LLC	One-Way Paging Interconnection	8/10/2006
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	American Messaging Services, LLC	One-Way Paging Interconnection	11/13/2006
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	American Messaging Services, LLC	One-Way Paging Interconnection	1/24/2007