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June 5, 2015

Mr. Jeff Derouen Executive Director Public Service Commission 211 Sower Boulevard P. O. Box 615 Frankfort, KY 40602

Re: Commercial Amendment Placed on File at the Commission

Mr. Derouen:

Please find attached to this cover letter the electronic submission of the following:

The Amendment between AT&T Kentucky and Matrix Telecom, Inc. reflecting Matrix Telecom, Inc.'s wish to change its name within the Amendment to Matrix Telecom, Inc., Matrix Telecom, Inc. dba Excel Telecommunications, Matrix Telecom, Inc. dba Vartec Telecom.

This document is being electronically placed on file with the Commission on June 5, 2015.

Pursuant to the Commission's Order issued on December 12, 2007, in *In re: Petition to Establish Docket to Consider Amendments to Interconnection Agreements Resulting from Changes of Law*, Case No. 2004-00427, this filing is being solely made pursuant to the Commission's Order and is not a request by AT&T Kentucky for approval of the commercial agreements and amendments by this Commission. AT&T Kentucky specifically reserves all rights and maintains its position that this Commission has no authority over such agreements. This filing should not be viewed as constituting a waiver of that position.

Sincerely,

Richard T. Howell

Area Manager-Regulatory Relations

Archil G. Howell

Attachment

Signature Page/<u>AT&T-21STATE</u>
Page 1 of 4
MATRIX TELECOM, INC.
Version: 2Q14 - 04/10/14

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC 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



Signature Page/<u>AT&T-21STATE</u>
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MATRIX TELECOM, INC.
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MATRIX TELECOM, INC., MATRIX TELECOM, INC. DBA EXCEL TELECOMMUNICATIONS, MATRIX TELECOM, INC. DBA VARTEC TELECOM

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Signature: eSigned - Doug Funsch

Name: eSigned - Doug Funsch

(Print or Type)

Title: Chief Financial Officer

(Print or Type)

Date: 17 Apr 2015

Matrix Telecom, Inc., Matrix Telecom, Inc. dba Excel Telecommunications, Matrix Telecom, Inc. dba Vartec Telecom

Signature: eSigned - William A. Bockelman

Name: eSigned - William A. Bockelman

(Print or Type)

Title: <u>Director</u>

(Print or Type)

Date: 20 Apr 2015

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T 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	3051,7984,4909	8015,9528	3995
ARKANSAS	3051,7984,4909	9797	9103,5569
CALIFORNIA	3051,7984,4909	243A,9873	0746
FLORIDA	3051,7984,4909	9454,5674	3840
GEORGIA	3051,7984,4909	398A,8058	0155
ILLINOIS	3051,7984,4909	000A,9707	3259
INDIANA	3051,7984,4909	621A,9497	1523
KANSAS	3051,7984,4909	9455	5082,5675
KENTUCKY	3051,7984,4909	9851,9357	0327
LOUISIANA	3051,7984,4909	9917,9823	0123
MICHIGAN	3051,7984,4909	9458,9559	0333
MISSISSIPPI	3051,7984,4909	9798,9393	3327
MISSOURI	3051,7984,4909	3442	0326,5676
NEVADA	7984,4909	9460,9358	

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NORTH CAROLINA	3051,7984,4909	9462,5957	5558
OHIO	3051,7984,4909	9463,9824	5436
OKLAHOMA	3051,7984,4909	9464	5275,5906
SOUTH CAROLINA	3051,7984,4909	8016,9514	3326
TENNESSEE	3051,7984,4909	170A,9651	5468
TEXAS	3051,7984,4909	2897	3036,5167
WISCONSIN	3051,7984,4909	9800,9175	2133

Description	ACNA Code(s)
ACNA(s)	ELZ,EXL,VRT

Amendment – Local Wholesale Complete Name Change and add Nevada/<u>AT&T-21STATE</u>
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MATRIX TELECOM, INC. Version: 01/14/15

AMENDMENT TO THE LOCAL WHOLESALE COMPLETE COMMERCIAL AGREEMENT BY AND BETWEEN AT&T-21STATE AND

MATRIX TELECOM, INC., MATRIX TELECOM, INC. DBA EXCEL TELECOMMUNICATIONS, MATRIX TELECOM, INC. DBA VARTEC TELECOM

This Amendment amends the Local Wholesale Complete Commercial Agreement (Agreement), executed November 16, 2009, by and between AT&T-21STATE and Matrix Telecom, Inc., hereinafter referred to collectively as the "Parties" and individually as a "Party", and shall apply in the State(s) of Alabama, Arkansas, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin.

WHEREAS, Matrix Telecom, Inc. has changed its name to "Matrix Telecom, Inc., Matrix Telecom, Inc. dba Excel Telecommunications, Matrix Telecom, Inc. dba Vartec Telecom", and wishes to reflect that name change as set forth herein, and wishes to add the State of Nevada to the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, <u>AT&T-21 STATE</u> and Matrix Telecom, Inc. hereby agree as follows:

- 1. The Agreement is hereby amended to reflect the name change from "Matrix Telecom, Inc." to "Matrix Telecom, Inc., Matrix Telecom, Inc. dba Excel Telecommunications, Matrix Telecom, Inc. dba Vartec Telecom".
- 2. AT&T-21 STATE shall reflect that name change from "Matrix Telecom, Inc.," to "Matrix Telecom, Inc., Matrix Telecom, Inc. dba Excel Telecommunications, Matrix Telecom, Inc. dba Vartec Telecom" only for the main billing account (header card) for each of the accounts previously billed to Matrix Telecom, Inc. AT&T-21 STATE shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T-21 STATE '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, Matrix Telecom, Inc. affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Matrix Telecom, Inc. with AT&T-21 STATE for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
- 3. Once this Amendment is effective, Matrix Telecom, Inc. shall operate with <u>AT&T-21 STATE</u> under the "Matrix Telecom, Inc., Matrix Telecom, Inc. dba Excel Telecommunications, Matrix Telecom, Inc. dba Vartec Telecom" name for those accounts. Such operation shall include, by way of example only, submitting orders under Matrix Telecom, Inc., Matrix Telecom, Inc. dba Excel Telecommunications, Matrix Telecom, Inc. dba Vartec Telecom. Any change in Carrier's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only Carrier's name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Carrier Name Change under this Section. For any Carrier Name Change, Carrier is responsible for 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. Carrier must submit the appropriate service request to <u>AT&T-21STATE</u> to update Carrier's name on all applicable billing accounts (BANs), and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should Carrier desire to change its name on individual circuits and/or End User records, and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
- 4. The Parties agree to add the State of Nevada to the Agreement. The attached Pricing Sheet lists the rates for the State of Nevada.
- 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. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Amendment – Local Wholesale Complete Name Change and add Nevada/<u>AT&T-21STATE</u>

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Version: 01/14/15

7. The Effective Date of this Amendment shall be ten (10) business Days after both Parties' final authorizing signatures have been affixed to this Amendment (the "Effective Date").

					T				
						Monthly Recurring			
Attachment	State	Product	Rate Element Description COS (Class of Service)	USOC	Zone	Charge (MRC)	First	Additional	Per Unit
LWC	NV	LWCALRate	Residential (Effective 1/1/2015 - 12/31/2015)			29.00			
LWC	NV	LWCALRate	Residential (Effective 1/1/2016 - 12/31/2016)			30.00			
LWC	NV	LWCALRate	Residential (Effective 1/1/2017 - 10/31/2017)			31.00			
LWC	NV	LWCALRate	Business (Effective 1/1/2015 - 12/31/2015)			35.00			
LWC	NV	LWCALRate	Business (Effective 1/1/2016 - 12/31/2016)			36.00			
LWC	NV	LWCALRate	Business (Effective 1/1/2017 - 10/31/2017)			37.00			
LWC	NV	LWCALRate	Coin (Effective 1/1/2015 - 12/31/2015)			31.00			
LWC	NV	LWCALRate	Coin (Effective 1/1/2016 - 12/31/2016)			32.00			
LWC	NV	LWCALRate	Coin (Effective 1/1/2017 - 10/31/2017)			33.00			
									per LWCAL,
									calculated per end
									office per billing
LWC	NV	LWC USAGE	0 – 1500 MOUs - Residential						period
									per LWCAL,
									calculated per end
									office per billing
LWC	NV	LWC USAGE	0 – 1500 MOUs - Business						period
LWC	NV	LWC USAGE	0 – 1500 MOUs - Coin			0.002			per LWCAL
									per LWCAL,
									calculated per end
									office per billing
LWC	NV	LWC USAGE	Over 1500 MOUs - Residential			0.002			period
									per LWCAL,
									calculated per end
									office per billing
LWC	NV	LWC USAGE	Over 1500 MOUs - Coin			0.002			period
									per LWCAL,
									calculated per end
									office per billing
LWC	NV	LWC USAGE	Over 1500 MOUs - Business			0.002			period
LWC	NV	OPTIONAL SERVICES	Privacy Manager® - Residential			3.50			Line
LWC	NV	OPTIONAL SERVICES	Privacy Manager® - Residential Privacy Manager® - Business			3.50			Line
LWC	NV	DIRECTORY ASSISTANCE	Directory Assistance per call - Residential		+	0.41	NA	NA	Call
LWC	NV	DIRECTORY ASSISTANCE	Directory Assistance per call - Residential Directory Assistance per call - Business		+	0.41	NA NA		Call
LWC	NV	DIRECTORY ASSISTANCE	Directory Assistance per call - Coin		+	0.41	NA NA		Call
LVVC	14.0	D.I.LOTORY / IOSIS //AIVCL	National DA (NDA) per call; Business Search Category		+	0.41	IVA	IVA	Cuii
			(BCS) per call; Reverse Directory Assistance (RDA) per						
LWC	NV	DIRECTORY ASSISTANCE	call - Residential			0.65	NA	NA	Call
LVVC	14.0	D.I.LOTORY / IOSIS //AIVCL	National DA (NDA) per call; Business Search Category		+	0.03	IVA	IVA	Cuii
			(BCS) per call; Reverse Directory Assistance (RDA) per						
LWC	NV	DIRECTORY ASSISTANCE	call - Business			0.65	NA	NA	Call
LVVC	INV	DINLCTORT ASSISTANCE	National DA (NDA) per call; Business Search Category			0.05	INA	INA	Call
			(BCS) per call; Reverse Directory Assistance (RDA) per						
LIMIC	NIV /	DIRECTORY ASSISTANCE				0.05	814	N/A	Call
LWC	NV	DIRECTORY ASSISTANCE	call - Coin Directory Assistance Call Completion (DACC) - per call -		+	0.65	NA	NA	Call
114/6	NIV /	DIRECTORY ASSISTANCE				0.45			C-II
LWC	NV	DIRECTORY ASSISTANCE	Residential			0.15	NA	NA	Call
1,110		DIDECTORY ASSISTANCE	Directory Assistance Call Completion (DACC) - per call -						C- "
LWC	NV	DIRECTORY ASSISTANCE	Business		+	0.15	NA	NA	Call
			Directory Assistance Call Completion (DACC) - per call -						
LWC	NV	DIRECTORY ASSISTANCE	Coin			0.15	NA	NA	Call

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
LWC	NV	DIRECTORY ASSISTANCE	Directory Assistance Non-Pub Emergency Service – per call - Residential				2.00	NA	NA	Call
LVVC	INV	DIRECTORY ASSISTANCE	Directory Assistance Non-Pub Emergency Service – per				2.00	INA	INA	Call
LWC	NV	DIRECTORY ASSISTANCE	call - Business				2.00	NA	NA	Call
			Directory Assistance Non-Pub Emergency Service – per							
LWC	NV	DIRECTORY ASSISTANCE	call - Coin				2.00	NA	NA	Call
			Directory Assistance - Branding - Initial/Subsequent							
LWC	NV	BRANDING - DIRECTORY ASSISTANCE	Load per OS switch - Residential				NA	1800.00	1800.00	OS Switch
1146	NI) /	DRANDING DIRECTORY ACCISTANCE	Directory Assistance - Branding - Initial/Subsequent					1000.00	1000.00	00000
LWC	NV	BRANDING - DIRECTORY ASSISTANCE	Load per OS switch - Business Directory Assistance - Branding - Initial/Subsequent				NA	1800.00	1800.00	OS Switch
LWC	NV	BRANDING - DIRECTORY ASSISTANCE	Load per OS switch - Coin				NA	1800.00	1800.00	OS Switch
2,170		DIVITORING DIRECTORY / DOSISTANCE	Load per 65 switch Con				107	1000.00	1000.00	OS SWITCH
LWC	NV	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - per call - Residential				0.03	NA	NA	Call
LWC	NV	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - per call - Business				0.03	NA	NA	Call
LWC	NV	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - per call - Coin				0.03	NA	NA	Call
			Directory Assistance - Rate Reference Initial Load per							
1146		DRANDING DIDECTORY ACCISTANCE	state/In-Region – Local and IntraLATA rates -					5000.00		C . // D .
LWC	NV	BRANDING - DIRECTORY ASSISTANCE	Residential				NA	5000.00	NA	State/In-Region
			Directory Assistance - Rate Reference Initial Load per							
LWC	NV	BRANDING - DIRECTORY ASSISTANCE	state/In-Region – Local and IntraLATA rates - Business				NA	5000.00	NA	State/In-Region
-										
			Directory Assistance - Rate Reference Initial Load per							
LWC	NV	BRANDING - DIRECTORY ASSISTANCE	state/In-Region – Local and IntraLATA rates - Coin				NA	5000.00	NA	State/In-Region
			Directory Assistance - Rate Reference Subsequent Load							
		DRANDING DIDECTORY ACCISTANCE	per state/In-Region – Local and IntraLATA rates -						4500.00	C . // D .
LWC	NV	BRANDING - DIRECTORY ASSISTANCE	Residential Directory Assistance - Rate Reference Subsequent Load				NA	NA	1500.00	State/In-Region
			per state/In-Region – Local and IntraLATA rates -							
LWC	NV	BRANDING - DIRECTORY ASSISTANCE	Business				NA	NA	1500.00	State/In-Region
										, ,
			Directory Assistance - Rate Reference Subsequent Load							
LWC	NV	BRANDING - DIRECTORY ASSISTANCE	per state/In-Region – Local and IntraLATA rates - Coin				NA	NA	1500.00	State/In-Region
1,446	N13.7	DIRECTORY ASSISTANCE	Non-List, Non-Pub, Foreign, enhanced, additional,							
LWC	NV	DIRECTORY ASSISTANCE	alternate or other special listing types - Residential							
			Non-List, Non-Pub, Foreign, enhanced, additional,							
LWC	NV	DIRECTORY ASSISTANCE	alternate or other special listing types - Business							
-			0.77							
			Non-List, Non-Pub, Foreign, enhanced, additional,							
LWC	NV	DIRECTORY ASSISTANCE	alternate or other special listing types - Coin							
1146		ODERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing				0.4-			Completed
LWC	NV	OPERATOR CALL PROCESSING	(Per completed automated call) - Residential		1		0.15	NA	NA	automated call

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
			Operated Comises Fully Automated Call Processing							Completed
LWC	NV	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call) - Business				0.15	NA	NA	automated call
LVVC	INV		Operated Services - Fully Automated Call Processing				0.13	INA	INA	Completed
LWC	NV	OPERATOR CALL PROCESSING	(Per completed automated call) - Coin				0.15	NA	NA	automated call
2110	144		Operator Services - Operator Assisted Call Processing				0.13	10/1	147.	automateu can
LWC	NV	OPERATOR CALL PROCESSING	(Per work second) - Residential				0.03	NA	NA	Work second
			Operator Services - Operator Assisted Call Processing							
LWC	NV	OPERATOR CALL PROCESSING	(Per work second) - Business				0.03	NA	NA	Work second
			Operator Services - Operator Assisted Call Processing							
LWC	NV	OPERATOR CALL PROCESSING	(Per work second) - Coin				0.03	NA	NA	Work second
			Operator Services - Branding Initial/Subsequent Load							
LWC	NV	BRANDING - OPERATOR CALL PROCESSING					NA	1800.00	1800.00	OS Switch
114/0	****		Operator Services - Branding Initial/Subsequent Load					4000.00	1000.00	000 11 1
LWC	NV	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Initial/Subsequent Load				NA	1800.00	1800.00	OS Switch
LWC	NV	BRANDING - OPERATOR CALL PROCESSING	, , , , , , , , , , , , , , , , , , , ,				NA	1800.00	1800.00	OS Switch
LVVC	INV	BRAINDING - OPERATOR CALL PROCESSING	per 03 Switch - Colli				INA	1800.00	1000.00	O3 3WILCII
LWC	NV	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Per call - Residential				0.03	NA	NA	Call
2110	144	DIVINDING CHENTON CALET ROCESSING	operator services Branding Fer can Residential				0.03	10.0	107	Cuii
LWC	NV	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Per call - Business				0.03	NA	NA	Call
LWC	NV	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Per call - Coin				0.03	NA	NA	Call
			Operator Services - Rate Reference - Initial Load per							
			state/In-Region – Local and IntraLATA rates -							
LWC	NV	BRANDING - OPERATOR CALL PROCESSING	Residential				NA	5000.00	NA	State/In-Region
			Oncombra Compilera Data Dafanana Initial Landana							
LWC	NV	PRANDING OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Initial Load per state/In-Region – Local and IntraLATA rates - Business				NA	5000.00	NA	State/In-Region
LVVC	INV	BRAINDING - OPERATOR CALL PROCESSING	state/III-Region – Local and IntraLATA rates - Business				INA	5000.00	INA	State/III-Region
			Operator Services - Rate Reference - Initial Load per							
LWC	NV	BRANDING - OPERATOR CALL PROCESSING	state/In-Region – Local and IntraLATA rates - Coin				NA	5000.00	NA	State/In-Region
			Operator Services - Rate Reference - Subsequent Load							
			per state/In-Region – Local and IntraLATA rates -							
LWC	NV	BRANDING - OPERATOR CALL PROCESSING	·		<u> </u>		NA	NA	1500.00	State/In-Region
			Operator Services - Rate Reference - Subsequent Load							
			per state/In-Region – Local and IntraLATA rates -							
LWC	NV	BRANDING - OPERATOR CALL PROCESSING	Business		1		NA	NA	1500.00	State/In-Region
			Oncombra Comition - Data Baff							
1146	ND/		Operator Services - Rate Reference - Subsequent Load						4500.00	C+-+- /I D:
LWC	NV NV		per state/In-Region – Local and IntraLATA rates - Coin Electronic Service Order		+		NA	7.50	1500.00	State/In-Region LSR
LWC	NV		Manual Service Order		1			50.00		LSR
LWC	NV		Service Order Expedite Request - per incident		+			200.00		Incident
LWC	NV		Bill Inquiry/Dispute (Charges sustained)		1			200.00	25.00	Incident
LWC	NV		Paper Bill						25.00	Incident
LWC	NV		Duplicate Bill						25.00	Incident
LWC	NV		False Technician Dispatch (CLEC Fault)						75.00	Incident
LWC	NV	OTHER CHARGES	Non-EFT payment or credit						25.00	Incident

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	 Non- Recurring Charge (NRC) Additional	Per Unit
LWC	NV	ALTERNATELY BILLED TRAFFIC	ABT Billing and Collection, per message fee - Residential				0.05		Message
LWC		ALTERNATELY BILLED TRAFFIC	ABT Billing and Collection, per message fee - Business				0.05		Message
LWC	NV	ALTERNATELY BILLED TRAFFIC	ABT Billing and Collection, per message fee - Coin		·		0.05		Message