



Richard T. Howell
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March 10, 2016

Mr. Jim Gardner
Acting 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. Gardner:

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

The Amendment to extend the term to December 31, 2017 and make changes to various sections in the commercial agreement between AT&T Kentucky and Birch Communications of Kentucky, LLC.

This document is being electronically placed on file with the Commission on March 10, 2016.

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,

A handwritten signature in cursive script that reads "Richard T. Howell".

Richard T. Howell
Area Manager-Regulatory Relations

Attachment

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, 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

BIRCH COMMUNICATIONS, INC.; BIRCH COMMUNICATIONS, INC. AND BIRCH TELECOM OF THE SOUTH, INC.; BIRCH TELECOM OF THE



**WEST, INC.; BIRCH TELECOM OF THE GREAT LAKES, INC.; BIRCH
TELECOM OF KANSAS, INC. AND IONEX COMMUNICATIONS, INC.;
BIRCH TELECOM OF MISSOURI, INC. AND IONEX COMMUNICATIONS,
INC.; BIRCH TELECOM OF OKLAHOMA, INC. AND IONEX
COMMUNICATIONS, INC.; BIRCH COMMUNICATIONS OF KENTUCKY,
LLC; BIRCH TELECOM OF TEXAS, LTD., L.L.P. AND IONEX
COMMUNICATIONS SOUTH, INC.**

Signature: eSigned - Vincent Oddo

Signature: eSigned - Kristen E. Shore

Name: eSigned - Vincent Oddo
 (Print or Type)

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

Title: President and CEO
 (Print or Type)

Title: Executive Director-Regulatory
 (Print or Type)

Date: 24 Feb 2016

Date: 24 Feb 2016

Birch Communications, Inc.; Birch Communications, Inc. and Birch Telecom of the South, Inc.; Birch Telecom of the West, Inc.; Birch Telecom of the Great Lakes, Inc.; Birch Telecom of Kansas, Inc. and Ionex Communications, Inc.; Birch Telecom of Missouri, Inc. and Ionex Communications, Inc.; Birch Telecom of Oklahoma, Inc. and Ionex Communications, Inc.; Birch Communications of Kentucky, LLC; Birch Telecom of Texas, Ltd., L.L.P. and Ionex Communications South, Inc.;

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, 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	ULEC OCN	CLEC OCN
ALABAMA	2720,1897	2828,1897
ARKANSAS	---	372F
CALIFORNIA	580F	---
FLORIDA	2720,1898	1898
GEORGIA	1986	4361,1986
ILLINOIS	590E	590E
INDIANA	1899	1899
KANSAS	8856	4186,8856
KENTUCKY	2720,0393, 216H	2722,0393, 215H
LOUISIANA	1738	0947,1738
MICHIGAN	2211	2211
MISSISSIPPI	2720,5174	2720,5174
MISSOURI	8665	1428,8665
NORTH CAROLINA	2720,2435	3758,2435

OHIO	2212	2212
OKLAHOMA	3642	4833,3642
SOUTH CAROLINA	2441	3094,2441
TENNESSEE	1739	3290,1739
TEXAS	4737	4737,4911
WISCONSIN	1747	1747

Description	ACNA Code(s)
ACNA(s)	AXJ,IOX,VLK, BKK

**AMENDMENT TO THE LOCAL WHOLESALE COMPLETE
COMMERCIAL AGREEMENT
BETWEEN
AT&T-22STATE
AND**

BIRCH COMMUNICATIONS, INC.; BIRCH COMMUNICATIONS, INC. AND BIRCH TELECOM OF THE SOUTH, INC.; BIRCH TELECOM OF THE WEST, INC.; BIRCH TELECOM OF THE GREAT LAKES, INC.; BIRCH TELECOM OF KANSAS, INC. AND IONEX COMMUNICATIONS, INC.; BIRCH TELECOM OF MISSOURI, INC. AND IONEX COMMUNICATIONS, INC.; BIRCH TELECOM OF OKLAHOMA, INC. AND IONEX COMMUNICATIONS, INC.; BIRCH COMMUNICATIONS OF KENTUCKY, LLC; BIRCH TELECOM OF TEXAS, LTD., L.L.P. AND IONEX COMMUNICATIONS SOUTH, INC.

This Amendment (the "Amendment") amends the Local Wholesale Complete Commercial Agreement ("LWC Agreement") by and between AT&T-22STATE and Birch Communications, Inc.; Birch Communications, Inc. and Birch Telecom of the South, Inc.; Birch Telecom of the West, Inc.; Birch Telecom of the Great Lakes, Inc.; Birch Telecom of Kansas, Inc. and Ionex Communications, Inc.; Birch Telecom of Missouri, Inc. and Ionex Communications, Inc.; Birch Telecom of Oklahoma, Inc. and Ionex Communications, Inc.; Birch Communications of Kentucky, LLC; Birch Telecom of Texas, Ltd., L.L.P. and Ionex Communications South, Inc. ("CARRIER"), executed November 3, 2010 hereinafter referred to collectively as the "Parties" and individually as a "Party", and shall apply in the States of Alabama, Arkansas, California, Connecticut, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin.

WHEREAS, the Parties acknowledge and agree that the provisions set forth in this LWC Agreement are not subject to and/or required by the Communications Act of 1934, as amended ("Act") including, without limitation, Sections 251/252 of the Telecommunications Act of 1996 and any regulation or rule of the FCC or any state commission, and are not subject to negotiation and/or arbitration under Section 252 of the Act unless both Parties otherwise agree in a writing signed by both Parties;

WHEREAS, Frontier Communications Corporation ("Frontier") and AT&T Inc. entered into a transaction by which Frontier acquired The Southern New England Telephone Company, a Connecticut corporation ("SNET") from AT&T on October 24, 2014 and therefore AT&T and CARRIER desire to terminate the LWC as to SNET; and

WHEREAS, the Parties also desire to extend the term of the LWC Agreement and make additional changes as set forth below.

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

1. This Amendment is composed of the foregoing recitals and the terms and conditions, contained herein, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. Sections 8.2.1 and 8.2.2 of the General Terms and Conditions of the LWC Agreement are hereby amended and restated as follows:
 - 8.2.1 Unless terminated for breach (including nonpayment), the term of this LWC Agreement shall commence upon the Effective Date of this LWC Agreement and shall expire on December 31, 2017 (the "Term"). Upon expiration of the Term ("Expiration Date"), absent receipt of Notice of Termination or Notice of Expiration by either Party, this LWC Agreement shall continue month-to-month. If the LWC Agreement continues to survive on a month-to-month basis, either Party may terminate the LWC Agreement by providing Notice of Termination. Such notice must be provided with at least thirty (30) days advance notice of the date the LWC Agreement will terminate ("Termination Date"). To the extent services exist after the Expiration Date (including any services that exist beyond the Termination Date,) the rates and terms for such services shall be the rates and terms for services in effect as of the Expiration Date, except such rates may be raised or lowered at any time by AT&T upon thirty (30) days notice.

- 8.2.2 Either on or following the termination date of this LWC Agreement, if the Parties have not entered into a new agreement, neither Party should have any further obligation under this LWC Agreement in such state (or states) except that:
- 8.2.2.1 Each Party's confidentiality obligations shall survive; and
 - 8.2.2.2 Each Party shall promptly pay all amounts (including any late fees as applicable) owed under this LWC Agreement:
 - 8.2.2.2.1 as provided in Section 38.0 "Survival" below; and
 - 8.2.2.2.2 as may be provided elsewhere in this LWC Agreement (including the Attachments).
3. Sections 8.6.1, 8.6.2, 8.6.3, 8.6.4 and 8.6.5 of the General Terms and Conditions of the LWC Agreement are hereby replaced with the following:
- 8.6.1 Where CARRIER has no End Users or is no longer purchasing any services under this LWC Agreement, either Party may terminate the LWC Agreement by providing "Notice of Termination" to the other Party. Such notice shall be provided no earlier than one hundred eighty (180) days before the Expiration Date and may not specify termination before the Expiration Date unless mutually agreed to by the Parties. After termination the Parties' liability under this LWC Agreement shall be limited to obligations contained in Section 8.0 and under Section 38.0 "Survival" below contained herein.
 - 8.6.2 Where CARRIER has End Users and/or is purchasing products and/or services under this LWC Agreement, either Party may seek to terminate this LWC Agreement by providing a Notice of Termination. Such notice shall be provided no earlier than one hundred eighty (180) days before the Expiration Date and may not specify termination before the Expiration Date unless mutually agreed to by the Parties. CARRIER shall cooperate in good faith to effect an orderly transition of service under this LWC Agreement. CARRIER shall be solely responsible (including from a financial, operational and administrative standpoint) to ensure that its End Users are transitioned to a new LEC or to other AT&T-21STATE wholesale services prior to the termination date of this LWC Agreement. However, the failure to develop a transition plan shall not constitute a breach of this LWC Agreement. In the event the Parties, after good faith negotiations, are unable to agree upon a transition plan, AT&T may, at its discretion, disconnect all or any of the services at any time after the Termination Date.
 - 8.6.3 The rates, terms and conditions of this LWC Agreement shall continue in full force and effect, except as provided in Section 8.2.1, until the Termination Date. For avoidance of doubt, nothing in this LWC Agreement obligates AT&T-21STATE after the Termination Date to continue to offer or provide any services and/or product that were provided under this LWC Agreement.
 - 8.6.4 In any event, AT&T-21STATE shall be under no obligation to provision any products and/or services pursuant to this LWC Agreement as of and after the Termination Date.
4. The Parties agree to replace Section 19.0 of the General Terms and Conditions of the LWC Agreement with the following language:
- 19.0 Notices**
- 19.1 Notices given by CLEC 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:
 - 19.1.1 delivered by electronic mail (email).
 - 19.1.2 delivered by facsimile.
 - 19.2 Notices given by AT&T-21STATE 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:
 - 19.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 19.4 below.

19.2.2 delivered by facsimile provided CLEC has provided such information in Section 19.4 below.

19.3 Notices will be deemed given as of the earliest of:

19.3.1 the date of actual receipt.

19.3.2 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.

19.3.3 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.

19.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Chris Bunce Senior Vice President and General Counsel
STREET ADDRESS	2323 Grand Boulevard, Suite 925
CITY, STATE, ZIP CODE	Kansas, MO 64108
PHONE NUMBER*	816-300-3322
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	Chris.bunce@birch.com

	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 CLEC Online website

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

19.5 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 19.0. 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.

19.6 In addition, CLEC agrees that it is responsible for providing AT&T-21STATE 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. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T-21STATE to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 19.0 notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

19.6.1 CLEC 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 CLEC.

19.6.2 CLEC 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 CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will

not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.

19.7 AT&T-21STATE 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.

5. Section 5.5 of Attachment 2 – Local Wholesale Complete of the LWC Agreement is hereby replaced with the following:

5.5 Local Wholesale Complete Sunset

5.5.1 CARRIER acknowledges and understands that LWC is a wholesale service provisioned using time division multiplexing ("TDM") facilities and services, and that AT&T-21STATE has publicly announced its intention to move all customers from TDM-based services. For avoidance of doubt, the foregoing does not mean that AT&T-21STATE is committing that LWC will be available through the Term of this LWC Agreement.

5.5.1.1 Notwithstanding that this LWC Agreement may commit AT&T-21STATE to provide LWC to CARRIER for the Term, and subject to any regulatory requirements, AT&T-21STATE may discontinue providing LWC upon at least three hundred and sixty five (365) days notice ("Discontinuance Notice"), but only where AT&T-21STATE generally (i) discontinues providing LWC to similarly-situated customers, and (ii) has available one or more wholesale local services that include a voice component (for clarity, this (ii) does not require such voice service to be available to all of CARRIER's LWC-served customers). AT&T-21STATE shall not in any event issue a Discontinuance Notice prior to June 30, 2016, except with respect to any geographically discrete area in which AT&T TDM-based wireline local voice services are being discontinued as part of a TDM-to-IP transition trial subject to oversight of the FCC or Commission. Notice for such exception shall be provided at least ninety (90) days in advance.

5.5.1.2 AT&T-21STATE may provide a Discontinuance Notice to CARRIER in advance of fulfilling any regulatory requirements and, if so, the timing of such discontinuance shall occur in accordance with the regulatory requirements, but not earlier than as set forth in such notice. CARRIER acknowledges and understands that discontinuance may be tested first and/or implemented on a geographically discrete basis (e.g., by wire center) and/or staged basis (e.g., not flash cut within any geographic area). The date on which LWC shall be discontinued as set forth in a Discontinuance Notice is referred to as a "Discontinuance Date".

5.5.1.3 AT&T-21STATE shall no longer accept orders for new LWC lines or moves of or changes to existing LWC lines beginning ninety (90) days prior to the Discontinuance Date. The Parties shall cooperate in good faith in negotiating an agreement for replacement products and scheduling and effecting the transition from LWC so that CARRIER no longer has any LWC lines on or prior to a Discontinuance Date as set forth in the Discontinuance Notice.

5.5.1.4 The Parties shall engage in good faith discussions to negotiate an agreement for replacement products and establish a migration plan for CARRIER's embedded base of LWCALs to move to comparable non-TDM replacement products.

5.5.2 Notwithstanding anything else in the LWC Agreement, the following AT&T SOUTHEAST REGION 9-STATE complex LWC services have been grandfathered and may no longer be ordered:

5.5.2.1 Foreign Exchange/Foreign Central Office – Business ("FX/FCO – Bus")

5.5.2.2 Foreign Exchange/Foreign Central Office – PBX ("FX/FCO – PBX")

- 5.5.2.3 Foreign Exchange/Foreign Central Office – Residence (“FX/FCO – Res”)
- 5.5.2.4 Digital Direct Integration Termination Service
- 5.5.2.5 4-Wire Digital Loop with Channelization with Port
- 5.5.2.6 ISDN-BRI – Business
- 5.5.2.7 ISDN-BRI – Residence
- 5.5.2.8 PBX/DID with Call Locator
- 5.5.2.9 ISDN-PRI with Call Locator
- 5.5.2.10 PBX – Residence
- 5.5.2.11 Centrex

6. Upon the effective date of the Amendment to the Interconnection Agreement(s) and/or Stand-Alone Intercarrier Compensation Agreement between the Parties in each AT&T SOUTHEAST REGION 9-STATE state covered by this LWC Agreement addressing traffic compensation as discussed herein, Sections 12.1 and 12.5 of Attachment 2 – Local Wholesale Complete of the LWC Agreement are hereby replaced with the following:
- 12.1 CARRIER shall be responsible for any and all compensation owed for traffic originating from or terminating to CARRIER's LWCALS. Traffic compensation between CARRIER and AT&T-21STATE is addressed in the applicable Interconnection Agreement.
 - 12.5 Notwithstanding any other provision of the LWC Agreement including without limitation this Attachment, LWC shall not be available in any state within AT&T-21STATE until there is an agreement effective between the Parties for that state which addresses the intercarrier compensation associated with LWC-originated or terminated traffic.
7. Sections 14.1 and 14.2 of Section 14.0 Annual Spend Commitment of Attachment 2 – Local Wholesale Complete of the LWC Agreement are hereby replaced with the following:
- 14.1 CARRIER shall be required to achieve an Annual Spend Commitment (ASC) of \$55,000,000 in year 1 (November 1, 2013 through October 31, 2014), an ASC of \$52,500,000 in year 2 (November 1, 2014 through October 31, 2015), an ASC of \$50,000,000 in year 3 (November 1, 2015 through October 31, 2016) and an ASC of \$45,000,000 in year 4 (November 1, 2016 through December 31, 2017). The ASC is subject to the terms and conditions specified herein.
 - 14.1.1 Achievement of the ASC will be based on CARRIER's LWC monthly charges spend in AT&T-21STATE. The LWC monthly charges spend in AT&T SOUTHEAST REGION 9-STATE includes charges for the following: the port, loop, switched-based vertical features, CNAM, LWC usage and Daily Usage Files and any fractional portions of the foregoing monthly recurring charges (meaning the pro-rate portion of any monthly charges invoiced to CARRIER). Upon execution of the Agreement, at least 60% of the Local Wholesale Complete spend must be derived from LWC Business POTS access lines. CARRIER shall not be required to maintain this percentage for the duration of the Term.
 - 14.1.2 For purposes of this Section 14.0, Local Wholesale Complete spend shall be defined as the sum of all of the current charges (excluding adjustment charges) that are included on each invoice for the particular month during the measurement period. Spend from retail tariff, guidebook and/or interconnection services that are resold will not contribute to the ASC.
 - 14.2 CARRIER's actual annual spend for the purposes of this Section 14.0 will be evaluated for the twelve (12) month period commencing on the first calendar day of the month in which this Agreement is executed (“Measurement Commencement Date”) and annually for the twelve (12) month period commencing with the anniversary of the Measurement Commencement Date for years one (1), two (2) and three (3). In year four (4), CARRIER's actual annual spend for the purposes of this Section 14.0 will be evaluated for the period commencing on the anniversary of the Measurement Commencement Date and concluding on December 31, 2017, the expiration date of the Agreement. On or before thirty (30) days after each anniversary date of

the Measurement Commencement Date, AT&T-21STATE will provide written notice as to CARRIER's actual annual spend and whether or not it has achieved the ASC pursuant to Section 14.0 herein.

8. Section 2.2 of Attachment 11 – Operator Services and Directory Assistance (OS/DA) of the LWC Agreement is hereby amended and restated as follows:
 - 2.2 Operator Services Call Processing. AT&T will provide OS to CARRIER's End Users where technically feasible and available to AT&T-21STATE retail End Users served, in accordance with OS methods and practices that are in effect at the time the CARRIER's LWC End User makes an OS call. Whether manual or automated, AT&T-21STATE will provide the following services when originating a 0+ or 0- call from a LWCAL, regardless of whether 1-411-dialed DA usage is also requested from that LWCAL:
9. Section 3.2 of Attachment 11 – Operator Services and Directory Assistance (OS/DA) of the LWC Agreement is hereby amended and restated as follows:
 - 3.2 Directory Assistance Call Processing. AT&T will provide DA Services to CARRIER's End Users where technically feasible and available to AT&T-21STATE retail End Users served in accordance with DA Services methods and practices that are in effect at the time CARRIER's LWC End User makes a DA call. Where technically feasible and available, AT&T-21STATE will provide the following DA Services when CARRIER's LWC End User originates a DA call from a LWCAL, regardless of whether OS is also requested from that LWCAL:
10. Section 4.2 of Attachment 11 – Operator Services and Directory Assistance (OS/DA) of the LWC Agreement is hereby amended and restated as follows and Sections 4.2.1 and 4.2.2 are deleted:
 - 4.2 In all current AT&T-21STATE OS/DA switches, the applicable CARRIER-charged retail OS/DA rates and a CARRIER-provided contact number (e.g., a business office or repair call center) are loaded into the system utilized by the OS operator where technically feasible and available.
11. Termination as to SNET. Notwithstanding anything in the Amendment, the LWC Agreement shall terminate in its entirety as to SNET and the state of Connecticut, it being understood that nothing herein shall relieve any Party of any liability with respect to obligations incurred or actions taken prior to the effective date of this Amendment. Consistent with this section, the term "AT&T-22STATE" shall no longer include SNET or any AT&T entity within the state of Connecticut. The Parties agree that any reference in the LWC Agreement to AT&T-22STATE shall, going forward, be amended to "AT&T-21STATE" and include only Alabama, Arkansas, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin.
12. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING LWC AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
13. 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.
14. This Amendment shall not modify the effective date of the underlying LWC Agreement.
15. The Effective Date of this Amendment shall be the date the last Party affixes its signature to this Amendment (the "Amendment Effective Date").
16. AT&T-22STATE will file a copy of the fully executed Amendment with the FCC under 47 U.S.C. § 211.15.