

# AMENDMENT

## BETWEEN

**SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T  
MISSOURI**

## AND

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



Signature: eSigned - Douglas P. FunschSignature: eSigned - William A. BockelmanName: eSigned - Douglas P. Funsch  
(Print or Type)Name: eSigned - William A. Bockelman  
(Print or Type)Title: CFO  
(Print or Type)Title: Director  
(Print or Type)Date: 05 Sep 2013Date: 05 Sep 2013Matrix Telecom, Inc. dba Excel  
TelecommunicationsSouthwestern Bell Telephone Company d/b/a AT&T  
MISSOURI by AT&T Services, Inc., its authorized  
agent

State	Resale OCN	ULEC OCN
MISSOURI	7984	3442

Description	ACNA Code(s)
ACNA(s)	EXL

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T MISSOURI  
AND  
MATRIX TELECOM, INC. DBA EXCEL TELECOMMUNICATIONS**

The Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T MISSOURI ("AT&T MISSOURI") and Matrix Telecom, Inc. dba Excel Telecommunications (f/k/a Comtel Telcom Assets LP dba Excel Telecommunications), is hereby amended as follows.

**WHEREAS**, AT&T MISSOURI and Comtel Telcom Assets LP dba Excel Telecommunications ("Comtel Telcom Assets LP dba Excel Telecommunications") are the parties to that certain "Interconnection Agreement" approved as of October 24, 2005 (the "Agreement"); and

**WHEREAS**, Comtel Telcom Assets LP dba Excel Telecommunications has changed its name to "Matrix Telecom, Inc. dba Excel Telecommunications", and wishes to reflect that name change as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, AT&T MISSOURI and Matrix Telecom, Inc. dba Excel Telecommunications hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "Comtel Telcom Assets LP dba Excel Telecommunications" to "Matrix Telecom, Inc. dba Excel Telecommunications".
2. AT&T MISSOURI shall reflect that name change from "Comtel Telcom Assets LP dba Excel Telecommunications" to "Matrix Telecom, Inc. dba Excel Telecommunications" only for the main billing account (header card) for each of the accounts previously billed to Comtel Telcom Assets LP dba Excel Telecommunications. AT&T MISSOURI shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T MISSOURI'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. dba Excel Telecommunications affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Comtel Telcom Assets LP dba Excel Telecommunications with AT&T MISSOURI 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. dba Excel Telecommunications shall operate with AT&T MISSOURI under the "Matrix Telecom, Inc. dba Excel Telecommunications" name for those accounts. Such operation shall include, by way of example only, submitting orders under Matrix Telecom, Inc. dba Excel Telecommunications, and labeling (including re-labeling) equipment and facilities with Matrix Telecom, Inc. dba Excel Telecommunications. 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 AT&T-22STATE 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, Carrier must submit the appropriate service request(s) to AT&T-22STATE to update Carrier's 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. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
7. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.