

AMENDMENT

BETWEEN

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

AND

COMCAST PHONE OF MISSOURI, LLC



Signature: eSigned - Michael ClancySignature: eSigned - Kristen E. ShoreName: eSigned - Michael Clancy
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title: Vice-President Operations Compliance
(Print or Type)Title: Executive Director-Regulatory
(Print or Type)Date: 22 Aug 2014Date: 25 Aug 2014

Comcast Phone of Missouri, LLC

Southwestern Bell Telephone Company d/b/a AT&T
MISSOURI by AT&T Services, Inc., its authorized
agent

State	CLEC OCN
MISSOURI	469D

Description	ACNA Code(s)
ACNA(s)	BPH

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T MISSOURI
AND
COMCAST PHONE OF MISSOURI, LLC**

The Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T Missouri (“**AT&T MISSOURI**”) (previously referred to as “Southwestern Bell Telephone, L.P. d/b/a SBC Missouri”) and Comcast Phone Of Missouri, LLC (“Comcast”), is hereby amended as follows.

WHEREAS, AT&T MISSOURI and Comcast are the parties to that certain “Interconnection Agreement” approved as of September 14, 2005 (the “Agreement”); and

NOW, THEREFORE, in consideration of the mutual promises contained herein, **AT&T MISSOURI** and Comcast hereby agree as follows:

1. This Amendment is composed of the foregoing recitals and the terms and conditions set forth below, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. Attachment 12, Intercarrier Compensation, Section 12, is hereby amended and replaced by the following:

12. Quarterly Usage Reports

- 12.1 **AT&T MISSOURI's Quarterly Usage Reports.** Comcast will use **AT&T MISSOURI's** Quarterly Usage Reports, which **AT&T MISSOURI** will make available at the end of each quarter, to determine the applicable monthly Access and Inter-carrier Compensation charges to be billed to **AT&T MISSOURI** in the following quarter. **AT&T MISSOURI's** usage reports will define the minutes of use and message totals of what the **AT&T MISSOURI** network recorded as billable compared to what Comcast invoiced for the same periods. The percent of variance will then be used in the following quarter to apply monthly discounts in the form of an OC&C [“Other Charges & Credits”].
- 12.2 Comcast will also utilize **AT&T MISSOURI's** minutes of use provided in the Quarterly Usage Report(s) times the applicable jurisdictional rate(s) to calculate a quarterly true-up to determine the appropriate amounts, if any, to be paid by **AT&T MISSOURI** or to be credited by Comcast for the prior quarter.
- 12.3 Comcast shall designate an employee and address to whom **AT&T MISSOURI** shall send the Quarterly Usage Reports requested by Comcast. Comcast will provide thirty (30) days advance written notice if it desires **AT&T MISSOURI** to send the Quarterly Usage Reports to a different Comcast employee or address.
- 12.4 In those instances where **AT&T MISSOURI** realizes that either because of a recording error or some other failure, interruption, delay, or malfunction, usage data was lost or incomplete or unavailable, **AT&T MISSOURI** will notify Comcast of such occurrences and will make reasonable efforts to recover such usage data. Comcast will notify **AT&T MISSOURI** within fifteen (15) days of receipt of the Quarterly Usage Reports, if it believes the Quarterly Usage Reports contains incomplete usage data or other errors and **AT&T MISSOURI** will make reasonable efforts to recover such usage data. If **AT&T**

MISSOURI is unable to recover such usage data, AT&T MISSOURI will estimate the minutes of use and message totals based on usage data from the past two (2) prior Quarterly Usage Reports. Comcast acknowledges that AT&T MISSOURI is providing its Quarterly Usage Records at no charge and AT&T MISSOURI will not be liable for any recording error or other failure, interruption, delay, or malfunction that results in usage data being lost, incomplete, containing errors, or unavailable. Provided, however, if such Quarterly Usage Report(s) are later proven to be inaccurate within twelve (12) months, the Parties shall recalculate the Quarterly Usage Report(s) with the data the Parties agree to be accurate and use the recalculated Quarterly Usage Report (s) to true-up any monies owing between the Parties.

- 12.5 Comcast reserves the right to file a dispute pursuant to the Dispute Resolution process set forth in the General Terms and Conditions, if the minutes provided monthly, per jurisdiction, by AT&T MISSOURI vary by more than ten percent (10%) from prior historic trends of AT&T MISSOURI's provided minutes and/or from Comcast recorded terminating minutes without satisfactory explanation.
 - 12.6 AT&T MISSOURI reserves all rights, including, but not limited to, the right to file a dispute pursuant to the Dispute Resolution process set forth in the General Terms and Conditions, if Comcast's billing to AT&T MISSOURI for any month is not based on AT&T MISSOURI's provided minutes per jurisdiction or if AT&T MISSOURI deems that Comcast has applied or billed an incorrect rate(s).
 - 12.7 If this Amendment commences or ends in the middle of a quarter, rather than at the beginning or end of a quarter, the Parties agree that the quarterly true-up to determine the appropriate amounts, if any, to be paid by AT&T MISSOURI or to be credited by Comcast shall be adjusted on a pro-rata basis so the payment or credit will be reduced by the number of days remaining in the quarter divided by the number of total days in the quarter.
3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
 4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHAL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
 5. Conflict between this Amendment and the Agreement. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern.
 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.