



**William Roughton**  
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February 2, 2016

**By Messenger**

Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12<sup>th</sup> Street, SW  
Washington, DC 20554

**Re: Submission of Contract Pursuant to 47 U.S.C. § 211 and 47 C.F.R. § 43.51**

Dear Ms. Dortch:

Pursuant to § 211 (a) of the Communications Act of 1934, as amended, and § 43.51 of the Commission's rules, AT&T hereby files an amendment to the agreement between AT&T and TerraCom, Inc. The amendment will remove the state of Texas from the Local Wholesale Complete agreement. If you have any questions, please do not hesitate to contact me at (202) 457-2040.

Sincerely,

/s/ William Roughton  
General Attorney  
AT&T Services, Inc.

**AMENDMENT**

**BETWEEN**

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

**AND**

**TERRACOM, INC**



Signature: eSigned - Dale R. Schmick

Signature: eSigned - William A. Bockelman

Name: eSigned - Dale R. Schmick  
 (Print or Type)

Name: eSigned - William A. Bockelman  
 (Print or Type)

Title: VP/COO  
 (Print or Type)

Title: Director  
 (Print or Type)

Date: 22 Jan 2016

Date: 22 Jan 2016

TerraCom, Inc

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

State	Resale OCN	ULEC OCN
OKLAHOMA	664B	665B

Description	ACNA Code(s)
ACNA(s)	RRX

**AMENDMENT TO THE COMMERCIAL AGREEMENT  
BETWEEN  
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T OKLAHOMA AND AT&T TEXAS  
AND  
TERRACOM, INC**

This Amendment (the "Amendment") amends the Commercial Agreement by and between AT&T-21STATE and TerraCom, Inc ("CARRIER"). AT&T-21STATE and CARRIER are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, the Parties acknowledge and agree that the provisions set forth in this 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.

**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, and which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. This Amendment removes the following state from the CARRIER's Terms and Conditions as well as the Appendix Pricing for the purchase of Local Wholesale Complete in the state of Texas.
3. AT&T-21STATE will file a copy of the fully executed amendment with the FCC under 47 U.S.C. § 211.
4. The Parties agree to replace Section 19.0 from the 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	Dale R. Schmick VP/COO
STREET ADDRESS	933 E. Britton Road
CITY, STATE, ZIP CODE	Oklahoma City, OK 73114
PHONE NUMBER*	405.241.9571
FACSIMILE NUMBER	816.388.1044
EMAIL ADDRESS	dale@terracominc.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. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. The Effective Date of this Amendment shall be ten (10) days after both Parties' final authorizing signatures have been affixed to this Amendment (the "Amendment Effective Date").