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October 9, 2018

Via Electronic Submission

Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12th 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 Talkie Communications, Inc. The amendment changes the name from Sonic Systems, Inc. and Sonic Systems, Inc. d/b/a Sonic Systems, Inc. of Maryland to Talkie Communications Inc. The amendment also replaces the notices section in the states of Florida and Wisconsin. If you have any questions, please do not hesitate to contact me at (202) 463-4148.

Sincerely,

/s/ Keith Krom  
Assistant Vice President-Senior Legal Counsel  
AT&T Services, Inc.

**AMENDMENT**

**BETWEEN**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA,  
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

**AND**

**TALKIE COMMUNICATIONS, INC.**



Signature: eSigned - Andrew DeMattia

Signature: eSigned - William Bockelman

Name: eSigned - Andrew DeMattia  
(Print or Type)

Name: eSigned - William Bockelman  
(Print or Type)

Title: CEO  
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)

Date: 21 Aug 2018

Date: 29 Aug 2018

Talkie Communications, Inc.

BellSouth Telecommunications, LLC d/b/a AT&T  
FLORIDA, Wisconsin Bell, Inc. d/b/a AT&T  
WISCONSIN by AT&T Services, Inc., its authorized  
agent

State	CLEC OCN
FLORIDA	886H

Description	ACNA Code(s)
ACNA(s)	SZO

**AMENDMENT TO  
COMMERCIAL TRANSIT AGREEMENT  
BY AND BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA, WISCONSIN BELL, INC. D/B/A  
AT&T WISCONSIN  
AND  
TALKIE COMMUNICATIONS, INC.**

The Transit Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T FLORIDA AND WISCONSIN") and Talkie Communications, Inc. (f/k/a Sonic Systems, Inc. and Sonic Systems, Inc. d/b/a Sonic Systems, Inc. of Maryland), is hereby amended as follows.

**WHEREAS**, AT&T FLORIDA AND WISCONSIN and Sonic Systems, Inc. and Sonic Systems, Inc. d/b/a Sonic Systems, Inc. of Maryland ("Sonic Systems, Inc. and Sonic Systems, Inc. d/b/a Sonic Systems, Inc. of Maryland") are the parties to that certain "Transit Agreement" dated July 22, 2016 for Florida and dated January 17, 2017 for Wisconsin (the "Agreement"); and

**WHEREAS**, Sonic Systems, Inc. and Sonic Systems, Inc. d/b/a Sonic Systems, Inc. of Maryland has changed its name to "Talkie Communications, Inc.", and wishes to reflect that name change as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, AT&T FLORIDA AND WISCONSIN and Talkie Communications, Inc. hereby agree as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Agreement is hereby amended to reflect the name change from "Sonic Systems, Inc. and Sonic Systems, Inc. d/b/a Sonic Systems, Inc. of Maryland" to "Talkie Communications, Inc."
3. AT&T FLORIDA AND WISCONSIN shall reflect that name change from "Sonic Systems, Inc. and Sonic Systems, Inc. d/b/a Sonic Systems, Inc. of Maryland" to "Talkie Communications, Inc." only for the main billing account (header card) for each of the accounts previously billed to Sonic Systems, Inc. and Sonic Systems, Inc. d/b/a Sonic Systems, Inc. of Maryland. AT&T FLORIDA AND WISCONSIN shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T FLORIDA AND WISCONSIN'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, Talkie Communications, Inc. affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Sonic Systems, Inc. and Sonic Systems, Inc. d/b/a Sonic Systems, Inc. of Maryland with AT&T FLORIDA AND WISCONSIN for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
4. Once this Amendment is effective, Talkie Communications, Inc. shall operate with AT&T FLORIDA AND WISCONSIN under the "Talkie Communications, Inc." name for those accounts. Such operation shall include, by way of example only, submitting orders under Talkie Communications, Inc., and labeling (including re-labeling) equipment and facilities with Talkie Communications, Inc. 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-21STATE 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-21STATE 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).
5. The Parties agree to replace Section 18. from the Agreement with the following language:

**18.0 Notices**

18.1 Notices given by CLEC to AT&T 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:

18.1.1 delivered by electronic mail (email).

18.1.2 delivered by facsimile.

18.2 Notices given by AT&T 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:

18.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 18.4 below.

18.2.2 delivered by facsimile provided CLEC has provided such information in Section 18.4 below.

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

18.3.1 the date of actual receipt.

18.3.2 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.

18.3.3 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.

18.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Andrew DeMattia CEO
STREET ADDRESS	141 Grays Pond Lane
CITY, STATE, ZIP CODE	Centreville, MD 21617
PHONE NUMBER*	240-687-7551
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	sales@talkiefiber.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.

18.5 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 18. 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.

18.6 In addition, CLEC agrees that it is responsible for providing AT&T 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 to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 18. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

18.6.1

18.7 AT&T 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.

6. 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.
7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. This Amendment shall be effective on the date when signed by the last Party hereto.