## AMENDMENT TO INTERCONNECTION AGREEMENT BY AND BETWEEN SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI AND HYPERCUBE TELECOM, 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 ("SBC Missouri")) and Hypercube Telecom, LLC (f/k/a KMC Data, LLC), is hereby amended as follows.

WHEREAS, AT&T Missouri and KMC Data, LLC ("KMC Data, LLC") are the parties to that certain "Interconnection Agreement" approved as of October 24, 2005 (the "Agreement"); and

WHEREAS, KMC Data, LLC has changed its name to "Hypercube Telecom, LLC", 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 Hypercube Telecom, LLC hereby agree as follows:

- 1. The Agreement is hereby amended to reflect the name change from "KMC Data, LLC" to "Hypercube Telecom, LLC".
- 2. AT&T Missouri shall reflect that name change from "KMC Data, LLC" to "Hypercube Telecom, LLC" only for the main billing account (header card) for each of the accounts previously billed to KMC Data, LLC. 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, Hypercube Telecom, LLC affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by KMC Data, LLC with AT&T Missouri for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
- Once this Amendment is effective, Hypercube Telecom, LLC shall operate with AT&T Missouri under the "Hypercube Telecom, LLC" name for those accounts. Such operation shall include, by way of example only, submitting orders under Hypercube Telecom, LLC, and labeling (including re-labeling) equipment and facilities with Hypercube Telecom, LLC.
- 4. Hypercube Telecom, LLC is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by Hypercube Telecom, LLC, or by AT&T Missouri on behalf of Hypercube Telecom, LLC, for updating billing accounts and End User records.
- 5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 7. 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.
- 8. 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.

AMENDMENT-GT&C, NAME CHANGE/AT&T MISSOURI
PAGE 2 OF 2
HYPERCUBE TELECOM, LLC
112211

	Нурк	ercube	Telecom,	LLC
--	------	--------	----------	-----

Ву:\_\_\_\_\_

Printed: Clay Myurs

Title: (Print or Type)

Date: 11-23-2011

**CLEC OCN # - 824C** 

ACNA - KMD

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

By: \_\_\_\_\_

Printed: Patrick Doherty

Title: \_\_\_\_\_ Director - Regulatory

(Print or Type)