



Sally Briar
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February 1, 2010

Ms. Sandra Paske
Secretary to the Commission
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, Wisconsin 53707-7854

Re: Application for the Approval of an Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Hypercube Telecom, LLC

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Hypercube Telecom, LLC hereby request approval, pursuant to 47 U.S.C. 252, of this Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Hypercube Telecom, LLC.

I have been authorized by Hypercube Telecom, LLC to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement.

Hypercube Telecom, LLC
Brian Murdoch
Director, Carrier Management
5300 Oakbrook Parkway
Suite 330
Norcross, GA 30093
Tel: 678-387-2802
Fax: 678-387-2791

Sincerely,

/S/ Sally Briar

Sally Briar

Enclosure

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN
AND
KMC DATA LLC**

The Interconnection Agreement under Sections 251 and 252 Telecommunications Act of 1996 by and between Wisconsin Bell, Inc.¹ d/b/a AT&T Wisconsin (“AT&T Wisconsin”) and Hypercube Telecom, LLC (f/k/a KMC Data LLC), is hereby amended as follows.

WHEREAS, AT&T Wisconsin and KMC Data LLC (“KMC Data LLC”) are the parties to that certain “Interconnection Agreement under Sections 251 and 252 Telecommunications Act of 1996” dated as of June 26, 2007 (the “Agreement”); and

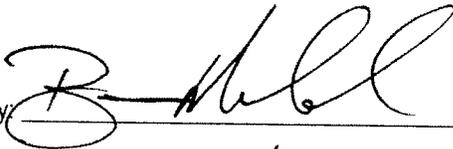
WHEREAS, KMC Data LLC has changed its name to “Hypercube Telecom, LLC”, and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T Wisconsin 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 Wisconsin 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 Wisconsin shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T 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, Hypercube Telecom, LLC affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by KMC Data LLC with AT&T Wisconsin for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, Hypercube Telecom, LLC shall operate with AT&T Wisconsin 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. 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 Public Service Commission of Wisconsin and shall become effective ten (10) days following approval by such Commission.

¹ Wisconsin Bell, Inc. (previously referred to as “Wisconsin Bell” or “SBC Wisconsin”) now operates under the name “AT&T Wisconsin”.

Hypercube Telecom, LLC

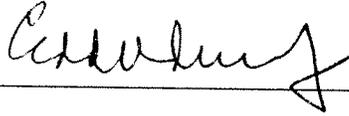
By: 

Printed: BRIAN MURDOCH

Title: DIRECTOR, CARRIER MGT.
(Print or Type)

Date: 1-25-10

Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by AT&T
Operations, Inc., its authorized agent

By: 

Printed: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 1-28-10

CLEC OCN # 843c

ACNA - kmd