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DOCKET NO. 160125-TP

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FILED MAY 18, 2016
DOCUMENT NO. 03018-16
FPSC - COMMISSION CLERK

May 18, 2016

Ms. Carlotta S. Stauffer
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Re: Approval of Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida d/b/a AT&T Southeast and QuantumShift Communications, Inc.

Ms. Stauffer:

Attached for filing and approval is an Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida d/b/a AT&T Southeast and QuantumShift Communications, Inc. The underlying agreement was filed on March 11, 2015 in Docket Number 150079-TP.

Please contact me if you have any questions regarding this filing.

Sincerely,

Richard T. Howell
Area Manager-Regulatory Relations

Attachment

AMENDMENT

BETWEEN

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,
AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA,
AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA
AND AT&T TENNESSEE**

AND

QUANTUMSHIFT COMMUNICATIONS, INC



Signature: eSigned - Karen A Weller

Signature: eSigned - William A. Bockelman

Name: eSigned - Karen A Weller
 (Print or Type)

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

Title: VP Corporate Development
 (Print or Type)

Title: Director
 (Print or Type)

Date: 29 Apr 2016

Date: 29 Apr 2016

QuantumShift Communications, Inc

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE by AT&T Services, Inc., its authorized agent

| State | Resale OCN | ULEC OCN |
|----------------|------------|----------|
| ALABAMA | 2444 | --- |
| FLORIDA | 2444 | 602H |
| GEORGIA | 2444 | 747H |
| KENTUCKY | 2444 | 604H |
| LOUISIANA | 2444 | --- |
| MISSISSIPPI | 2444 | 605H |
| NORTH CAROLINA | 2444 | 606H |
| SOUTH CAROLINA | 2444 | 824H |
| TENNESSEE | 2444 | --- |

| | |
|-------------|--------------|
| Description | ACNA Code(s) |
| ACNA(s) | MVX |

**AMENDMENT TO THE AGREEMENT
BETWEEN
QUANTUMSHIFT COMMUNICATIONS, INC
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,
AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T
MISSISSIPPI, AT&T NORTH CAROLINA AND AT&T SOUTH CAROLINA**

This Amendment ("Amendment") amends the Inter-carrier Compensation Agreement ("Agreement") by and between BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T MISSISSIPPI, AT&T NORTH CAROLINA AND AT&T SOUTH CAROLINA and QuantumShift Communications, Inc ("CLEC"). and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T ALABAMA, FLORIDA, GEORGIA, KENTUCKY, MISSISSIPPI, NORTH CAROLINA, AND SOUTH CAROLINA and CLEC are parties to an Inter-carrier Compensation Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated February 19, 2015 and as subsequently amended ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to add the States of Louisiana, and Tennessee.

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 certain, Pricing Sheets immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Parties agree to add the States of, Louisiana and Tennessee to the Agreement, in addition to adding Pricing Sheet(s) and State specific Appendices, as applicable.
3. 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.
4. The Parties agree to replace Section 21 from the Agreement with the following language:

21.0 Notices

21.1 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:

21.1.1 delivered by electronic mail (email).

21.1.2 delivered by facsimile.

21.2 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:

21.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 21.4 below.

21.2.2 delivered by facsimile provided CLEC has provided such information in Section 21.4 below.

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

21.3.1 the date of actual receipt.

21.3.2 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.

21.3.3 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.

21.4 Notices will be addressed to the Parties as follows:

| NOTICE CONTACT | CLEC CONTACT |
|-----------------------|---------------------------------------|
| NAME/TITLE | Jenna Brown Director of Regulatory |
| STREET ADDRESS | 12657 Alcosta Blvd., Suite 418 |
| CITY, STATE, ZIP CODE | San Ramon, CA 94583 |
| PHONE NUMBER* | 925-415-4547 |
| FACSIMILE NUMBER | 925-415-1900 |
| EMAIL ADDRESS | jbrown@vcomsolutions.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.

21.5 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 21.21. 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.

21.6 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 21. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

21.6.1 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.

21.6.2 CLEC may be able to place orders for certain services in AT&T 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.

- 21.7 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.
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. 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 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. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
 10. This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.