



William Roughton
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August 30, 2016

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 Knology of Georgia, Inc. The amendment adds the Global Telecommunications Inc. to existing Knology of Georgia Commercial Transit Agreement in the state of Georgia. If you have any questions, please do not hesitate to contact me at (202) 457-2040.

Sincerely,

/s/ William Roughton
Executive Director-Senior Legal Counsel
AT&T Services, Inc.

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T GEORGIA

AND

KNOLOGY OF GEORGIA, INC.; GLOBE TELECOMMUNICATIONS, INC.



Signature: eSigned - Steve Stanfill

Signature: eSigned - William A. Bockelman

Name: eSigned - Steve Stanfill
 (Print or Type)

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

Title: VP Network Services
 (Print or Type)

Title: Director
 (Print or Type)

Date: 14 Jul 2016

Date: 14 Jul 2016

Knology of Georgia, Inc.; Globe Telecommunications, Inc.

BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
GEORGIA	8332,8951	417A	6093,8332,8390

Description	ACNA Code(s)
ACNA(s)	GBE,CJY

**AMENDMENT TO THE COMMERCIAL AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T GEORGIA
AND
KNOLOGY OF GEORGIA, INC.**

This Amendment (the "Amendment") amends the Commercial Agreement by and between AT&T-21STATE and Knology of Georgia, 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, for and in consideration of the premise, mutual promises and covenants contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Changes to the Transit Traffic Service Agreement

- 1.1 This Amendment adds Globe Telecommunications, Inc. to the Agreement as of the effective date of this Amendment.

2. Amendment Effective Date

- 2.1 The Effective Date of this Amendment shall be ten (10) calendar days after both Parties' final authorizing signatures have been affixed to this Amendment.

3. Additional Terms and Conditions

- 3.1 This Amendment contains provisions that have been negotiated as part of an entire Amendment and integrated with each other in such a manner that each provision is material to every other provision.
- 3.2 The Parties agree that each and every rate, term and condition of this Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition in this Amendment. The Parties agree that they would not have agreed to this Amendment except for the fact that it was entered into on an "all or nothing" basis, and included the totality of rates, terms and conditions listed herein, and that it is an indivisible whole, intended to bind AT&T and Carrier.
- 3.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE TRANSIT TRAFFIC SERVICE AGREEMENT SHALL REMAIN UNCHANGED.
- 3.4 This Amendment is the joint work product of the Parties and has been negotiated by the Parties and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.
- 3.5 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the Transit Traffic Service Agreement (including all of its accompanying Appendices, Schedules and Exhibits but ignoring this Amendment), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

- 3.6 The headings of certain sections of this Amendment are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Amendment.
- 3.7 Each Person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.
- 3.8 Except as specifically modified by this Agreement with respect to their mutual obligations herein, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.
- 3.9 AT&T will file a copy of the fully executed Amendment with the FCC under 47 U.S.C. § 211.