ARTICLE XXIX
REGULATORY APPROVAL

29.0 Regulatory Approval.

29.1 Commission Approval. The Parties understand and agree that this Agreement will be filed with the Commission for approval by such Commission (or the FCC if the Commission fails to act) pursuant to Section 252 of the Act. Each Party agrees that this Agreement is satisfactory to them as an agreement under Sections 251 and 252 of the Act. Each Party agrees to fully support approval of this Agreement by the Commission (or the FCC) under Section 252 of the Act without modification; provided, however, that each Party may exercise its right to judicial review under Section 252(e)(6) of the Act, or any other available remedy at law or equity, with respect to any matter included herein by arbitration under the Act over the objection of such Party. If the Commission, the FCC or any court rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion and related provisions; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

29.2 Tariffs. The Parties agree that the rates, terms and conditions of this Agreement will not be superseded by the rates, terms and conditions of any tariff SBC-AMERITECH may file. The Parties agree that AT&T is not precluded from ordering products and services available under any effective SBC-AMERITECH tariff or any tariff that SBC-AMERITECH may file in the future assuming AT&T satisfies all conditions that might be contained in such tariff.

29.3 Amendment or Other Changes to the Act; Reservation of Rights. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any amendment of the Act, or any legally binding legislative, regulatory, or judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185 or any applicable Commission order or arbitration award purporting to apply the provisions of the Act (individually and collectively, an "**Amendment to the Act**"), either Party may by providing written notice to the other Party require that the affected provisions be renegotiated in good faith and this Agreement be amended accordingly to reflect the pricing, terms and conditions of each such Amendment to the Act relating to any of the provisions in this Agreement. If any such amendment to this Agreement affects any rates or charges of the services provided hereunder, each Party reserves its rights and remedies with respect to the collection of such rates or charges on a retroactive basis; including the right to seek a surcharge before the applicable regulatory authority. In the event that such new terms are not renegotiated within ninety (90) days

after such notice, or if at any time during such 90-day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) days, the dispute shall be resolved as provided in **Section 28.3** of this Agreement. For purposes of this **Section 29.3**, legally binding means that the legal ruling has not been stayed, no request for a stay is pending, and if any deadline for requesting a stay is designated by statute or regulation, it has passed. Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, the Parties acknowledge that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which became effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which became effective 120 days following publication of such Order in the Federal Register (May 17, 2000). The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its right to seek legal review or a stay pending appeal of such decisions or its rights under this **Section 29.3**.

29.4 Regulatory Changes. If any legally binding legislative, regulatory, judicial or other legal action (other than an Amendment to the Act, which is provided for in **Section 29.3**) materially affects any material term of this Agreement or materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, upon written notice, require that the affected provision(s) be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement. In the event that such new terms are not renegotiated within ninety (90) days after such notice, or if at any time during such 90-day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) days, the dispute shall be resolved as provided in **Section 28.3** of this Agreement. For purposes of this **Section 29.4**, legally binding means that the legal ruling has not been stayed, no request for a stay is pending, and if any deadline for requesting a stay is designated by statute or regulation, it has passed.

29.5 Proxy Rates. In the event the initial rates under this Agreement are "proxy rates" established by the FCC or the Commission, the Parties are to substitute rates later established by the FCC or Commission under procedures consistent with the Act and any Order of the FCC or Commission.

29.6 Option to Obtain Local Services or Network Elements Under Other Agreements.

29.6.1 SBC-AMERITECH will make available a list of all the interconnection agreements it has in effect with other carriers. This list will include the following information: (1) the Commission docket number associated with each agreement; (2) its date of approval; and (3) the parties to the agreement. SBC-AMERITECH will provide the initial list of interconnection agreements within thirty (30) days of the Effective Date of this Agreement and shall update the list within fifteen (15) days of the date that SBC-AMERITECH enters into any new agreement. No later than sixty (60) days from the Effective Date of this Agreement, SBC-AMERITECH shall post its effective interconnection agreements with other carriers in the state of Wisconsin to an internet site accessible by AT&T. After the first date such agreements are posted to such internet site, to the extent that any effective SBC-AMERITECH interconnection agreement for the state of Wisconsin is or becomes unavailable on such internet site (or successor site thereto), SBC-AMERITECH shall make such agreement available for inspection by AT&T either electronically or in a hard copy format. To the extent required by section 252(i) of the Act, regulations thereunder and relevant court decisions, SBC-AMERITECH shall make available to AT&T, without unreasonable delay, any interconnection, service or network element contained in any agreement to which SBC-AMERITECH is a party that has been filed and approved by the Commission pursuant to Section 252 of the Act.

29.6.2 Any dispute between the Parties concerning any election or exercise of an option by either Party under this **Article XXIX** shall be resolved pursuant to **Section 28.3**.