

AMENDMENT TO  
THE INTERCONNECTION AGREEMENTS  
BY AND BETWEEN  
SBC TELECOMMUNICATIONS, INC.  
AND  
THE MCI CLECS

This amendment ("ABS Amendment") is applicable to the Interconnection Agreements ("Agreements") in effect as of the date of execution of this Amendment, between Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin, (collectively the "ILEC") and Brooks Fiber Communications of Arkansas, Inc., Brooks Fiber Communications of Bakersfield, Inc., Brooks Fiber Communications of Connecticut, Inc., Brooks Fiber Communications of Fresno, Inc., Brooks Fiber Communications of Michigan, Inc., Brooks Fiber Communications of Missouri, Inc., Brooks Fiber Communications of Nevada, Inc., Brooks Fiber Communications of Ohio, Inc., Brooks Fiber Communications of Oklahoma, Inc., Brooks Fiber Communications of Sacramento, Inc., Brooks Fiber Communications of San Jose, Inc., Brooks Fiber Communications of Stockton, Inc., Brooks Fiber Communications of Texas, Inc., Brooks Fiber Communications of Tulsa, Inc.; Intermedia Communications, Inc.; MCImetro Access Transmission Services LLC, and MCI WORLDCOM Communications, Inc. f/k/a MFS Communications Company, Inc. or MFS Intelenet of Connecticut, Inc. or WorldCom Technologies, Inc. or MCI WorldCom Technologies, Inc., (collectively the "CLEC") in California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio and Connecticut. ILEC and CLEC may be referred to individually as "Party" or collectively as the "Parties."

WHEREAS, the Parties in all 13 of SBC's states have entered into a certain Agreement for the Distribution, Settlement, Billing and Collection of Unbundled Network Element Platform Alternately Billed Services Messages, including stand-alone Unbundled Local Switching, ("13 State ABS Agreement") effective January 1, 2004, (a copy of which is attached for reference as Attachment A of this ABS Amendment); and

WHEREAS, the Parties wish that the terms of the 13 State ABS Agreement supersede certain terms of the Agreements;

NOW, THEREFORE, the Parties agree to amend the Agreements as set forth in this ABS Amendment:

1. The Parties agree that the following language shall be added to the General Terms and Conditions of the Agreements:

"The Parties agree that Alternately Billed Services (ABS) shall be defined as local and intraLATA collect calls, calling card calls and bill to third number calls, when those calls are originated from or terminated to end user customers served via the ILEC's unbundled Local Switching (ULS) or UNE-P, as further defined in the 13 State ABS Agreement. ABS shall be subject to the terms, conditions and

pricing set forth in the 13 State ABS Agreement between the Parties effective January 1, 2004.”

2. The Parties further agree that Paragraph 1 of this ABS Amendment is intended to supersede, amend or modify all provisions of the Agreements relating to ABS traffic, regardless of whether it was described as “Alternately Billed Traffic (“ABT”), “Incollect,” and/or “Outcollect,” which phrases may appear in the superseded portions of the Agreements.

Except as specifically set forth in this ABS Amendment, no other term or condition of the Agreements are affected.

Except as modified by this ABS Amendment, all other terms and conditions of the Agreements shall remain unchanged and in full force and effect. In the event of any conflict between the terms of any of the underlying Interconnection Agreements and the terms of this ABS Amendment, the Parties agree that the terms of this ABS Amendment shall control.

The Parties agree that the 13 State ABS Agreement has a term beginning January 1, 2004 and ending December 31, 2005 but THAT THE 13 STATE ABS AGREEMENT SHALL NOT MODIFY OR EXTEND THE TERM OF THE AGREEMENTS.

In entering into this ABS Amendment, the Parties acknowledge and agree that neither Party is waiving, and each Party hereby expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the Agreements, with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court’s opinion in Verizon v. FCC, et al, 535 U.S. 467 (2002); the D.C. Circuit’s decision in United States Telecom Association, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002) (“USTA I”) and following remand and appeal, the D.C. Circuit’s March 2, 2004 decision in USTA v. FCC, Case No. 00-1012 (D.C. Cir. 2004)(“USTA II”); the FCC’s Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36); the FCC’s Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC’s Order In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC’s Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) (“ISP Compensation Order”), which was remanded in WorldCom, Inc. v. FCC, 288 F.3d 429 (D.C. Cir. 2002) (collectively, “Governmental Actions”).

This ABS Amendment shall be filed with and is subject to approval by the applicable State Public Utility Commission and shall become effective in accordance with that Commission’s rules.

IN WITNESS WHEREOF, this Amendment to the Agreements was exchanged in triplicate on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by ILEC, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Brooks Fiber Communications of Arkansas Inc., Brooks Fiber Communications of Bakersfield, Inc., Brooks Fiber Communications of Connecticut, Inc., Brooks Fiber Communications of Fresno, Inc., Brooks Fiber Communications of Michigan, Inc., Brooks Fiber Communications of Missouri, Inc., Brooks Fiber Communications of Nevada, Inc., Brooks Fiber Communications of Ohio, Inc., Brooks Fiber Communications of Oklahoma, Inc., Brooks Fiber Communications of Sacramento, Inc., Brooks Fiber Communications of San Jose, Inc., Brooks Fiber Communications of Stockton, Inc., Brooks Fiber Communications of Texas, Inc., Brooks Fiber Communications of Tulsa, Inc.; Intermedia Communications, Inc.; MCImetro Access Transmission Services LLC; and MCI WORLDCOM Communications, Inc. f/k/a MFS Communications Company, Inc. or MFS Intelenet of Connecticut, Inc. or WorldCom Technologies, Inc. or MCI WorldCom Technologies, Inc.

Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, d/b/a SBC Connecticut, And Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma And/Or SBC Texas, And Wisconsin Bell, Inc. d/b/a SBC Wisconsin, By SBC Telecommunications, Inc., their Authorized Agent

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Michael Beach

Name: \_\_\_\_\_  
(Print or Type)

Title: Vice President, Carrier Management

Title: <sup>For/</sup> President - Industry Markets

Date: 04/ /04

Date: \_\_\_\_\_

**Attachment A**