AMENDMENT NO. 10
TO INTERCONNECTION AGREEMENT
By and Between
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN
AND
AT&T COMMUNICATIONS OF WISCONSIN, L.P.

The Interconnection Agreement, dated July 9, 2002 ("the Agreement") by and between Wisconsin Bell, Inc. d/b/a SBC WISCONSIN[1] ("SBC WISCONSIN") and AT&T Communications of Wisconsin, L.P. ("CLEC") is hereby amended as follows:

(1) Article XXVII, Billing, is amended to hereby add the following Sections 27.2.3.6 and 27.2.3.7:

27.2.3.6 Where the billing Party identifies credits owed to the billed Party as a result of a billing error, the billing Party must disclose the credit amount owed to the billed Party within ten (10) business days of when the credit amount is calculated and apply a credit for charges incurred by the billed Party in the second bill issued after such calculation. Calculations for such credit adjustments will be consistent with the "backbilling" terms identified in Sections 27.2.3 through 27.2.3.5 above. In addition, if the cause of such credits continues to exist after the date the first such credit is applied, the billing Party shall also provide credits prospectively to adjust for such cause until the cause of such credits is removed and corrected. These prospective credits must be made within two billing cycles after each bill containing billing errors is issued.

27.2.3.7 Backbilling must be performed consistent with the terms and conditions of the interconnection agreement effective at the time the backbill is rendered.

(2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with the underlying Agreement.

[1] Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

(3) This Amendment shall be filed with and is subject to approval by the Public Service Commission of Wisconsin ("PSCW") and shall become effective on (10) days following approval by the PSCW.

(4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

(5) In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its 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, including but not limited to its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated in this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and 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), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001); the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). In entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings.