

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN
AND
TDS METROCOM, INC.**

This Amendment to the 13 State Interconnection Agreement (the "Amendment") is dated as of _____, 2004, by and between Wisconsin Bell, Inc.¹ d/b/a SBC Wisconsin ("SBC Wisconsin") and TDS Metrocom, LLC (f/k/a TDS Metrocom, Inc.), with its principal offices at 525 Junction Road, Suite 6000, Madison, Wisconsin, 52717, ("TDS Metrocom, LLC").

WHEREAS, SBC Wisconsin and TDS Metrocom, Inc. ("TDS Metrocom, Inc.") are the parties to that certain "Interconnection Agreement" dated as of March 01, 2002 (the "Agreement"); and

WHEREAS, TDS Metrocom, Inc. has changed its name to "TDS Metrocom, LLC", and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, SBC Wisconsin and TDS Metrocom, LLC hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "TDS Metrocom, Inc." to "TDS Metrocom, LLC."
2. SBC Wisconsin shall reflect that name change from "TDS Metrocom, Inc." to "TDS Metrocom, LLC" only for the main billing account (header card) for each of the accounts previously billed to TDS Metrocom, Inc. SBC Wisconsin shall not be obligated, whether under this Amendment or otherwise, to make any other changes to SBC Wisconsin's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, TDS Metrocom, LLC affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by TDS Metrocom, Inc. with SBC Wisconsin for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, TDS Metrocom, LLC shall operate with SBC Wisconsin under the "TDS Metrocom, LLC" name for those accounts. Such operation shall include, by way of example only, submitting orders under TDS Metrocom, LLC, and labeling (including re-labeling) equipment and facilities with TDS Metrocom, LLC.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into 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

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.

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 Inter-carrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of 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).

7. This Amendment shall be effective upon approval by the Public Service Commission of Wisconsin.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date above.

TDS Metrocom, LLC

**Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC
Telecommunications, Inc., its authorized agent**

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: *For/* Senior Vice President-Industry Markets
& Diversified Businesses

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____