

AMENDMENT NO. ____

TO INTERCONNECTION AGREEMENT

By and Between

**Wisconsin Bell, Inc.
d/b/a SBC Wisconsin**

AND

TDS Metrocom, LLC

**RECIPROCAL COMPENSATION AMENDMENT (ADOPTING FCC INTERIM
ISP TERMINATING COMPENSATION PLAN)**

This Reciprocal Compensation Amendment (Adopting FCC Interim ISP Terminating Compensation Plan) ("Amendment") between SBC Telecommunications, Inc. on behalf of and as agent for Wisconsin Bell, Inc. d/b/a SBC Wisconsin (hereinafter "SBC Wisconsin") and TDS Metrocom, LLC ("TDS").

WHEREAS, SBC Wisconsin and TDS entered into an interconnection agreement pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") for the state of Wisconsin that was approved by the Wisconsin Public Service Commission (the "ICA");

WHEREAS, for the state of Wisconsin, the Parties desire to enter into an amendment to the current ICA setting forth the terms, conditions and rates for invoking the FCC's interim ISP terminating compensation plan on and after June 1, 2003; and

WHEREAS, TDS claims it is entitled to certain billing records for Unbundled Network Elements;

WHEREAS, SBC Wisconsin disputes TDS's claim that it is entitled to obtain certain UNE billing records; and

WHEREAS, in order to effectuate such compromise and settlement, the Parties wish to enter into this Amendment to memorialize certain of the terms and conditions of such compromise and settlement.

NOW, THEREFORE, for and in consideration of the premises, 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:

1.0 Scope of Agreement

1.1 This Amendment is intended to supersede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying ICA that set forth rates, terms and conditions for the terminating compensation for ISP-bound traffic lawfully compensable under the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order").

1.2 Any inconsistencies between the provisions of this Amendment and other provisions of the underlying ICA, will be governed by the provisions of this Amendment, unless this Amendment is specifically and expressly superseded by a future amendment between the Parties in accordance with the change of law, intervening law or regulatory change provisions of the underlying ICA.

2.0 Scope of Amendment

2.1 The Parties agree to amend the underlying ICA with the provisions set forth in Exhibit A.

2.2 In addition, the Parties agree to amend the underlying ICA with the following:

Although SBC Wisconsin disputes any obligations to do so, in an effort to facilitate more accurate billing, commencing on January 1, 2004, and thereafter, SBC Wisconsin agrees that by the 15th calendar day each month, SBC Wisconsin will transmit to TDS summary record detail for UNE-P originated traffic destined for TDS in the state of Wisconsin ("**Billing Records**"). The format of such billing records shall be at SBC Wisconsin's discretion but shall include the following: state, company identifier, date, originating and terminating WTN, and volume. In the event SBC Wisconsin provides such records to TDS by the 15th

calendar day of the month, TDS shall ensure that the usage on this report is not included as usage on any reciprocal compensation or access bills that TDS issues to SBC Wisconsin. In the event TDS receives such information after the 15th calendar day of the month, TDS shall make every reasonable effort to credit SBC Wisconsin for such usage on the immediately following invoice. If, in TDS's reasonable opinion, the delayed receipt of such records makes it impossible for TDS to credit SBC Wisconsin on the immediately following invoice, credit will be issued on the next succeeding invoice.

3.0 Miscellaneous

3.1 This Amendment will be effective June 1, 2003 ("Effective Date") and will apply to all ISP-Bound Traffic exchanged between SBC Wisconsin and TDS on and after that date, contingent upon any necessary commission approval of the Amendment.

3.2 To the extent that compensation for intercarrier traffic on or after June 1, 2003 was already billed and/or paid prior to the time that the state commission approved this Amendment, the Parties agree to implement any adjustments, reimbursements, or other "true ups" necessary to make the rates and terms set forth in this Amendment effective for all traffic terminated on and after June 1, 2003.

3.3 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.

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

3.5 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.

3.6 "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: 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 ("USTA") v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) 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); 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) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; 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 on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on 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 the MFN Agreement 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). The Parties acknowledge and agree that SBC Wisconsin has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Wisconsin and as of the date of that election by SBC Wisconsin, the FCC Plan shall apply to this Agreement, as more

specifically provided for in this Amendment. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement."

IN WITNESS WHEREOF, this Reciprocal Compensation Amendment (Adopting FCC Interim Terminating Compensation Plan) was exchanged in triplicate on this _____ day of _____, 2004, by SBC Wisconsin, signing by and through its duly authorized representative, and TDS, signing by and through its duly authorized representative.

TDS Metrocom, LLC

**Wisconsin Bell, Inc. d/b/a SBC
Wisconsin by SBC Telecommunications,
Inc., its Authorized Agent**

By: _____

By: _____

Title: _____
(Print or Type)

Title: ^{For/} Senior Vice President-
Industry Markets and Diversified Businesses

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Date: _____

Date: _____

EXHIBIT A

1. Scope of Amendment

- 1.1 SBC Wisconsin made an offer to all telecommunications carriers in the state of Wisconsin (the "Offer") to exchange traffic on and after June 1, 2003 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
- 1.2 The purpose of this Amendment is to include in TDS's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-Bound Traffic").

2. Rates, Terms and Conditions of FCC's Interim ISP Terminating Compensation Plan

- 2.1 SBC Wisconsin and TDS hereby agree that the following rates, terms and conditions shall apply to all ISP-bound Traffic exchanged between the Parties on and after the Effective Date of this Amendment.
- 2.2 Reciprocal Compensation Rate Schedule for ISP-bound Traffic:
 - 2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-bound Traffic. Notwithstanding anything contrary in this Amendment, and the rebuttable presumption in Section 2.3 applies to TDS.
 - 2.2.2 The Parties agree to compensate each other for ISP-bound Traffic at a rate of \$.0007 per minute of use.
 - 2.2.3 Payment of Reciprocal Compensation on ISP-bound Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. Where the terminating party utilizes a hierarchical or two-tier switching network, the Parties agree that the payment of these rates in no way modifies, alters, or otherwise affects any requirements to establish Direct End Office Trunking, or otherwise avoids the applicable provisions of the Interconnection Agreement and industry

standards for interconnection, trunking, Calling Party Number (CPN) signaling, call transport, and switch usage recordation.

2.3 ISP-bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, TDS and SBC Wisconsin agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound traffic exchanged between TDS and SBC Wisconsin exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation and growth cap terms in this Section 2.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, TDS and SBC Wisconsin will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth in Section 2.2.2 for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

3.0 Reservation of Rights and Additional Change of Law Provisions

3.1 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol ("VoIP") and traffic utilizing in whole or part Internet Protocol technology under the Dispute Resolution provisions of this Agreement, including but not limited, to any rights they 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). The Parties acknowledge that there is an on-going disagreement between LECs and ILEC over whether or not, under the law, VoIP traffic or traffic utilizing in whole or part IP technology is subject to reciprocal compensation or switched access charges. The Parties therefore agree that neither one will argue or take the position before any regulatory commission or court that this Amendment constitutes an agreement as to whether or not reciprocal

compensation or switched access charges apply to that traffic or a waiver by either party of their position or their rights as to that issue. The Parties further agree that they each have reserved the right to advocate their respective positions relating to the treatment and compensation for VoIP traffic and traffic utilizing in whole or part Internet Protocol technology before any state commission or the Federal Communications Commission (“FCC”) whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, state commission or FCC established rulemaking dockets, or before any judicial or legislative body.

- 3.2 If a final, legally binding FCC order related to intercarrier compensation becomes effective including, without limitation, an FCC order that is issued upon the conclusion of the FCC’s Notice of Proposed Rulemaking on the topic of Intercarrier Compensation, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01-92, established in Notice of Proposed Rulemaking Order No. 01-132 (April 27, 2001) (collectively referred hereto as an “FCC Order:”), the affected provisions of this Agreement relating to intercarrier compensation shall be invalidated, modified, or stayed, consistent with such FCC Order, with such invalidation, modification, or stay becoming effective only upon the date of the written request of either Party once the FCC Order has become effective.