

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
WISCONSIN BELL, INC.
d/b/a AMERITECH WISCONSIN
AND
EXCEL TELECOMMUNICATIONS, INC.

WHEREAS, Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin (“SBC Ameritech Wisconsin”) and Excel Telecommunications, Inc. (“CLEC”) entered into an Interconnection Agreement which became effective on July 13, 2002 (“the Agreement”);

WHEREAS, the Federal Communications Commission issued the Forfeiture Order, FCC 02-282, released on October 9, 2002, (“Forfeiture Order”) regarding the enforcement of Paragraph 56 of Appendix C of the Memorandum Opinion and Order, FCC 99-279, in *In the Matter of the SBC/Ameritech Merger*, CC Docket No. 98-141 (rel. October 8, 1999); and

WHEREAS, the Agreement permits the Parties to mutually agree to amend the Agreement in writing.

NOW THEREFORE, the Parties agree to amend the Agreement as indicated herein:

1. Without limiting or otherwise affecting the Agreement and its interpretation as it existed prior to this Amendment, SBC Ameritech Wisconsin shall provide CLEC access on an unbundled basis to the intraLATA interexchange transmission capabilities of SBC Ameritech Wisconsin’s existing network as and to the extent required by FCC rules and orders, including the Forfeiture Order (“IntraLATA Transmission Capabilities”). As used herein, “IntraLATA Transmission Capabilities” includes the L-PIC Ability (as defined below).

2. In conjunction with CLEC’s purchase of an unbundled local circuit switching (ULS) port with unbundled shared transport from SBC Ameritech Wisconsin under the Agreement and as and to the extent required by FCC rules and orders (including the Forfeiture Order), SBC Ameritech Wisconsin shall specifically make available, upon a ULS port-specific request, the ability to route over SBC Ameritech Wisconsin’s existing network “1+” intraLATA calls originating from that ULS port (“L-PIC Ability”). The L-PIC Ability will be provided from SBC Ameritech Wisconsin’s originating end-office where the ULS port is being provided, and consists of use of SBC Ameritech Wisconsin’s existing intraLATA interexchange transmission facilities using the same routing tables and network facilities, including interexchange trunk groups and tandem switching, as intraLATA toll calls originated from the same end-office by SBC Ameritech Wisconsin’s retail end-user customers for whom SBC Ameritech Wisconsin is the presubscribed intraLATA toll carrier. The L-PIC Ability shall be made available through the use by CLEC of SBC Ameritech Wisconsin’s routing code or, if the means exist and are enabled by SBC Ameritech Wisconsin to use CLEC’s Carrier Identification Code (CIC) instead of SBC Ameritech Wisconsin’s code, then using CLEC’s CIC.

3. In addition to other applicable charges, including charges for the ULS port and usage records, the rates applicable to unbundled shared transport shall also apply to the use of the L-PIC Ability. The blended transport usage-sensitive rate applies to calls originating from a ULS port and will apply in addition to ULS usage-sensitive rates, if any. The blended transport rate accounts for portions of SBC Ameritech Wisconsin’s network used to transport calls and encompasses use of that network including non-conversation time, and accounts for both tandem- and direct-routed traffic. Any other use of the IntraLATA Transmission Capabilities shall be requested, and associated terms, conditions, and rates established, through the bona fide

request process (or its similar counterpart) set forth in the Agreement, unless such use is otherwise already provided for in the Agreement.

4. CLEC has the sole responsibility for entering into arrangements with terminating carriers for traffic originated by CLEC's customers, including those carried on the IntraLATA Transmission Capabilities. CLEC must indemnify and defend SBC Ameritech Wisconsin against any claims and/or damages that may result from the transmission of such traffic to any other carrier. SBC Ameritech Wisconsin may provide information regarding such traffic to other telecommunications carriers as appropriate to resolve intercarrier compensation issues.

5. CLEC is and will remain solely liable and responsible for any terminating compensation charges applicable to traffic originating with such ULS ports, including the traffic carried by the IntraLATA Transmission Capabilities, including such charges that are payable to third party carriers and SBC Ameritech Wisconsin for the termination of such traffic to their respective end-users, as applicable. The foregoing provisions of this Paragraph 5 shall not prejudice or otherwise affect any position that either Party may take on the application of terminating access charges in any subsequent negotiation, arbitration, or otherwise.

6. This Amendment, including SBC Ameritech Wisconsin's offer of the IntraLATA Transmission Capabilities, is not, and shall not in any way be construed to be, an admission by SBC Ameritech Wisconsin or any of its affiliates that any one of them has acted wrongfully and/or unlawfully in any manner. This Amendment, including SBC Ameritech Wisconsin's offer of the IntraLATA Transmission Capabilities, shall not be construed in any proceeding as a present or past admission of liability; shall not in any way be used as proof or evidence in any proceeding on whether SBC Ameritech Wisconsin previously was required by law to provide such Capabilities; and shall not be used as proof or evidence that SBC Ameritech Wisconsin should be required under this Amendment, the Agreement, or otherwise to continue to provide unbundled local circuit switching, unbundled shared transport, or such Capabilities notwithstanding the operation of Paragraph 8 of this Amendment.

7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS IN THE UNDERLYING AGREEMENT REMAIN UNCHANGED. Defined terms not given a definition herein shall have the meaning ascribed to them in the Agreement.

8. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, including this Amendment, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party to the extent set forth in such request. In such event the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement to the extent necessary. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Without limiting the general applicability of the foregoing, the IntraLATA Transmission Capabilities are offered solely in conjunction with unbundled shared transport and therefore subject to the same intervening occurrences (as set forth in this Paragraph) that affect unbundled shared transport. In addition, the Parties understand and agree that the FCC's Forfeiture Order also forms the basis and rationale underlying SBC Ameritech Wisconsin's offering of the IntraLATA Transmission Capabilities provided for in this Amendment, and the Capabilities are subject to the intervening occurrences (as set forth in this Paragraph) with respect to the Forfeiture Order. Notwithstanding any other change of law provision in the underlying agreement, the Parties acknowledge and agree that in entering this Amendment neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remedies thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. ____ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999),

including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Intercarrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. In addition to fully reserving its other rights, SBC Ameritech Wisconsin reserves its right to exercise its option at any time in the future to adopt on a date specified by SBC Ameritech Wisconsin the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, including without limitation, in the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338, FCC 01-361 (rel. Dec. 20, 2001) ("Triennial Review UNE rulemaking"), finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement, if any, to effectuate any such order. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of such order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the dispute resolution procedures set forth in the Agreement.

9. This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to any issue or subject addressed or implicated in this Amendment, or from raising and pursuing its rights and abilities with respect to the same, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing. This Paragraph is not intended and shall not be interpreted so as to permit any Party to challenge, directly or indirectly, the Amendment, including without limitation its validity, effectiveness, or application.

10. This Amendment shall be filed with the Public Service Commission of Wisconsin ("PSCW") for approval.

11. This Amendment shall be effective the first (1st) business day after its filing with the PSCW ("Amendment Effective Date") unless objected to by or otherwise contrary to the orders or rules of the Public Service Commission of Wisconsin (PSC-WI). In the event that after the Amendment Effective Date all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the PSCW, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions to replace those rejected and/or modified by the PSCW; provided, however, that failure to reach such mutually acceptable new provisions within thirty (30) days after such rejection and/or modification shall permit either Party to terminate this Amendment upon ten (10) days written notice to the other. In the event of such a termination, the Parties shall work cooperatively to establish an orderly transition of existing use of the IntraLATA Transmission Capabilities to other serving arrangements within a reasonable period of time, not to exceed thirty (30) days in any event.

12. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather will be coterminous with the Agreement.

13. The Parties acknowledge and agree that the provisions for the IntraLATA Transmission Capabilities set forth in Paragraphs 1-12 of this Amendment are each legitimately related to, conditioned on and consideration for, every other term and condition in Paragraphs 1-12 of this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

Excel Telecommunications, Inc.

**WISCONSIN BELL, INC. d/b/a AMERITECH
WISCONSIN
By SBC Telecommunications, Inc.,
its authorized agent**

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: *For/* President-Industry Markets

Date Signed: _____

Date Signed: _____