

**AMENDMENT TO  
INTERCONNECTION AGREEMENT FOR A WIRELESS SYSTEM**

**By and Between**

**WISCONSIN BELL, INC. d/b/a AMERITECH WISCONSIN**

**and**

**VOICESTREAM WIRELESS CORPORATION**

This Amendment to the Interconnection Agreement for a Wireless System (the "**Amendment**") is dated as of \_\_\_\_\_, 2002, by and between Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin ("TELCO") and T-Mobile USA, Inc. (f.k.a. VoiceStream Wireless Corporation), with its principal offices at 12920 SE 38<sup>th</sup> Street, Bellevue, WA 98006 ("T-Mobile").

**WHEREAS**, Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin and VoiceStream Wireless Corporation ("VoiceStream") are the parties to that certain "Interconnection Agreement for a Wireless System" dated as of December 18, 2001 (the "**Agreement**"); and

**WHEREAS**, VoiceStream has changed its name to "T-Mobile USA, Inc.", and wishes to reflect that name change as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, TELCO and T-Mobile hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "VoiceStream Wireless Corporation" to "T-Mobile USA, Inc."
2. TELCO shall reflect that name change from "VoiceStream Wireless Corporation" to "T-Mobile USA, Inc." only for the main billing account (header card) for each of the accounts previously billed to VoiceStream. TELCO shall not be obligated, whether under this Amendment or otherwise, to make any other changes to TELCO'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, T-Mobile affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by VoiceStream with TELCO for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, T-Mobile shall operate with TELCO under the "T-Mobile USA, Inc." name for those accounts. Such operation shall include, by way of example only, submitting orders under T-Mobile, and labeling (including re-labeling) equipment and facilities with T-Mobile.
4. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions 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*, 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. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, TELCO reserves its right to exercise its option at any time in the future to adopt on a date specified by TELCO 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 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 the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the 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 this Agreement.

5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. This Amendment shall be effective upon approval by the Public Service Commission of Wisconsin (PSC-WI).

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

**T-Mobile USA, 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: \_\_\_\_\_

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

**AECN/OCN #** \_\_\_\_\_