

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN
AND
POWERCOM CORPORATION**

This Amendment to Interconnection Agreement Under Sections 251 and 252 of the Telecommunications Act of 1996, is entered into this _____ day of _____ 2003, by and between Wisconsin Bell, Inc. d/b/a SBC Wisconsin ("SBC Wisconsin") and Powercom Corporation ("CLEC").

WHEREAS, SBC Wisconsin and CLEC (hereinafter referred to as "the Parties") are parties to the Interconnection Agreement Under Sections 251 and 252 of the Telecommunications Act, approved January 22, 2003 in the state of Wisconsin ("the Agreement"); and

WHEREAS, CLEC is currently purchasing "unbundled network element - platform" ("UNE-P") combination;

WHEREAS, CLEC desires to offer its UNE-P end-users Remote Call Forwarding ("RCF") service;

WHEREAS, the RCF service is not a vertical service provided by the unbundled local switching ("ULS") component of a UNE-P, but rather is typically provided using a telephone number associated with a local circuit switch different than the switch providing the ULS component of the UNE-P;

WHEREAS, SBC Wisconsin is currently unable to offer the RCF service in an unbundled environment, in conjunction with an SBC-provided UNE-P;

WHEREAS, SBC Wisconsin is willing to provide a resale-based RCF service to CLEC, who is currently using UNE-P purchased from SBC Wisconsin, while SBC Wisconsin determines the technical feasibility of deploying a non-resale-based product for the RCF service;

WHEREAS, CLEC desires to obtain RCF service for use with UNE-Ps purchased from SBC Wisconsin on that basis from SBC Wisconsin; and

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

NOW, THEREFORE, the Parties agree as follows:

1. Description of Remote Call Forwarding (RCF) Service

1.1 RCF service is a local circuit switch-based service that allows calls made to a telephone number associated with that local circuit switch to be automatically forwarded to another telephone number, usually associated with a different local circuit switch.

2. Use of Remote Call Forwarding

SBC Wisconsin shall provide CLEC with the Resale version of RCF service, as set forth in SBC's Wisconsin Resale tariffs and as may be subsequently revised. Without affecting the foregoing, in addition:

2.1 The RCF service account must contain two telephone numbers: the actual remote call forwarding number (the number calling parties dial) and the call forward number (CFN, which is the number to which incoming calls are forwarded). Both telephone numbers must appear on the Local Service Request (LSR) used in ordering RCF.

2.2 When an RCF service number is dialed, it routes to the local circuit switch associated with the RCF service number, and then is routed to the CFN (the telephone number of the UNE-P). Additional RCF service access paths (RCAs) are required to allow for the transmission of two or more simultaneous calls to the terminating location. If the RCF service number also has additional path(s) (RCAs) and the UNE-P CFN is in a multi-line hunt group (MLHG), subsequent, simultaneous calls placed to the RCF service number can be completed

consistent with the capacity of the RCAs and MLHG; otherwise, such subsequent, simultaneous calls will receive a busy signal.

- 2.3 SBC Wisconsin is not obligated to make RCF service available where not technically feasible or where central office switch feature conflicts exist.
 - 2.4 RCF service is not available for use with Business Centrex UNE-P end users.
 - 2.5 RCF service is provided for incoming calls only.
 - 2.6 The RCF service is mutually exclusive with other central office features (i.e., Custom Calling or CLASS features). No other central office features can be provisioned on the RCF service number.
 - 2.7 Transmission of RCF service and receipt of calls will not be guaranteed for calls forwarded to data and/or fax services, and SBC shall not be responsible for any such connection failure.
 - 2.8 Only one RCF service is allowed per order.
 - 2.9 RCF service is provided contingent upon adequate UNE-P facilities at the terminating location. A sufficient number of RCF services and facilities must be subscribed to so that incoming calls are adequately handled without interference or impairment to any SBC Wisconsin offered service or product.
3. CLEC Obligations
 - 3.1 Availability of RCF service can only be ascertained upon receipt of CLEC's forecasted demand. CLEC will provide forecasted demand every six months, by Market Area and will notify SBC Wisconsin immediately if forecast substantially changes.
 - 3.2 When migrating an existing account with RCF from SBC Wisconsin to CLEC, CLEC shall issue two (2) valid separate LSRs: one to migrate to the existing RCF service to the Resale RCF service offered under this Amendment, and the second to migrate the end user's service to UNE-P. The Resale RCF service offered under this Amendment may be added for service to existing CLEC UNE-P end-users, via LSR. The RCF service and the CFN'd UNE-P must both be provided by the CLEC to the same end user. If needed, the CLEC must submit a related LSR(s) at the same time to meet that requirement.
 - 3.3 CLEC shall maintain a list of accounts with the RCF service provided hereunder for possible use in migrating those accounts to a replacement RCF product offering by SBC, if any.
4. Pricing
 - 4.1 For each RCF service, CLEC shall pay the monthly recurring charge(s) for an unbundled basic analog switching port; an additional \$0.93 monthly recurring charge; and a monthly recurring charge of \$2.11 for associated transport and intercompany compensation. The preceding charges shall be applied once each month (or portion thereof) for each RCF service and RCA provisioned. By way of illustration, if CLEC orders an RCF service with four (4) RCAs such that five simultaneous calls can be made, the preceding charges shall be charged five times for each month or portion thereof.
 - 4.2 The RCF service charges are in addition to the usual charges for the UNE-P to which the RCF forwards calls, which will continue to be charged and billed in standard fashion.
 - 4.3 CLEC understands and acknowledges that the RCF service will be billed on SBC's standard resale bill, separate from its UNE billing. The invoice will likely show either all or one of the following:
 - 4.3.1 the resale charges for RCF;
 - 4.3.2 the resale charges for any RCAs;
 - 4.3.3 the resale charges for any usage of the RCF service, if any.
 - 4.4 Adjustments made to CLEC's resale recurring and usage-sensitive RCF charges will be made on a monthly basis, in arrears, so that CLEC is charged in accordance with Section 4.1 of this Amendment. The UNE Non Recurring Charges that will be associated with RCF are as follows: initial port service order charge, subsequent service order charges and disconnect service order charges.

4.5 The Parties agree that any billing adjustments and payments made in accordance with this Amendment are not subject to SBC Wisconsin' obligations under the Service Performance Measurements and that liquidated damages, performance incentive payments or any other payments pursuant to the Service Performance Measurements shall not apply to any adjustment or credits made in connection with this Amendment and will not be included in or affect any past, current or future performance measurement results.

4.6 In addition to the above, non-recurring charges for RCF service will be at the existing Resale Rates.

5. Term and Termination

5.1 Term. Except as otherwise set forth in this Section 5, this Amendment shall expire on April 1, 2004 ("Amendment Initial Term") and, upon expiration of the Initial Term, this Amendment shall automatically be renewed for additional six-month periods (each, an "Amendment Renewal Term"). In the event that SBC Wisconsin develops and offers to CLEC a non-resale based product for the RCF service for use with UNE-P less than ninety (90) days prior to the expiration of the Amendment Initial Term or an Amendment Renewal Term, as the case may be, such Term shall be extended for an additional ninety (90) days to permit CLEC to either convert the RCF service provided hereunder to the non-resale based product, or make other arrangements for its end-users to which resale-based RCF is being provided. After expiration of that ninety (90) day transitional period, no further RCF service will be offered under this Amendment.

6. Miscellaneous

6.1 This Amendment shall be filed for approval with the Commission. This Amendment shall be effective the first (1st) business day after its filing with the Commission ("Amendment Effective Date"). 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 Commission, 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 Commission; 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.

6.2 This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather shall be coterminous with the Agreement unless this Amendment is terminated earlier pursuant to 5.1 of this Amendment.

6.3 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, legislation 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, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("*USTA decision*"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the *USTA decision* and pursuant to 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); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; 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); or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("*Illinois Law*"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("*ICC*") apply the method and determine the rates ("*ICC Rates*"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders, legislation or proceedings and the Illinois Law, 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, SBC Wisconsin reserves its right, to the extent SBC Wisconsin has not already invoked the FCC ISP terminating compensation in Wisconsin and incorporated the rates, terms and conditions of such plan into this Agreement, to exercise its option at any time to adopt on a date specified by SBC 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, and seek conforming modifications to this Agreement. In the event that a state or federal regulatory or legislative body 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 ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC Illinois will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other 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 required 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 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.

- 6.4 The Parties acknowledge that the entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code.
- 6.5 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.
- 6.6 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 6.7 Entire Agreement: The terms contained in this Agreement and all Attachments constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communication, written or oral. This Agreement may not be modified except in writing and must be signed by both Parties.

IN WITNESS WHEREOF, this Agreement has been executed by the authorized representative of each of the Parties as of the date set forth above.

Powercom Corporation

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/* President – Industry Markets

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____