

**AMENDMENT TO
CELLULAR-PCS INTERCONNECTION AGREEMENT
by and between
Sprint Spectrum L.P.
and
Wisconsin Bell, Inc.
d/b/a SBC Wisconsin**

The Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 for Commercial Mobile Radio Services (the "Agreement"), by and between one or more of the following ILEC's: Illinois Bell Telephone d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Wisconsin Bell, Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company and Southwestern Bell Telephone, L. P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and SBC Texas (only to the extent that the agent for each such ILEC executes this Agreement for such ILEC and only to the extent that such ILEC provides Telephone Exchange Services as an ILEC in the state of Wisconsin and Sprint Spectrum L.P., a Delaware limited partnership, as agent for WirelessCo, L.P., a Delaware limited partnership, and as agent for Cox Communications PCS, L.P., a Delaware limited partnership, all foregoing entities jointly d/b/a Sprint PCS ("SPCS" or "Carrier"), is hereby amended as follows:

WHEREAS, Carrier has informed Wisconsin Bell, Inc. d/b/a SBC Wisconsin¹ ("**SBC Wisconsin**") that Carrier failed to have all of the proper Carrier Parties listed on the Agreement when it was filed and that certain Carrier Parties should now be added to the Agreement so that it would list the following Carrier Parties: Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo, L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation and Cox Communications PCS, L.P., a Delaware limited partnership, and APC PCS, L.L.C., a Delaware limited partnership, and PhillieCo, L.P., a Delaware limited partnership, all foregoing entities jointly d/b/a Sprint PCS, and that the Agreement should be amended accordingly; and

WHEREAS, this Agreement is being amended pursuant to Section 6.3.3.3 of the Agreement to adopt new Carrier-specific, State-specific "Originating Landline to CMRS Switched Access Traffic" percentages, and specifically, the following modification to Section 5.2 of the Appendix – Pricing (Cellular/PCS) is based on State-specific, Carrier-specific audit/traffic studies and information, and this change is based on such information and applies only in light of those Carrier-specific facts, and the change contained in this Amendment will not apply to other carriers who may adopt this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, SBC Wisconsin and Sprint PCS hereby agree as follows:

- (1) SprintCom, Inc., a Kansas corporation, a Delaware limited liability company, APC PCS, LLC, a Delaware limited liability company, and PhillieCo, L.P., a Delaware limited partnership are hereby added as Parties to the Agreement.
- (2) The Agreement is hereby amended to reflect the change from "Sprint Spectrum L.P., a Delaware limited partnership, as agent for WirelessCo, L.P., a Delaware limited partnership, and as agent for Cox Communications PCS, L.P., a Delaware limited partnership, all foregoing entities jointly d/b/a Sprint PCS" to "Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo, L.P., a Delaware limited partnership, SprintCom, Inc., a Kansas corporation, and Cox Communications PCS, L.P., a Delaware limited partnership and APC PCS, LLC, a Delaware limited liability company, and PhillieCo, L.P., a

¹ Wisconsin Bell, Inc. (previously referred to as "Wisconsin Bell"), is a wholly-owned subsidiary of Ameritech Corporation and now operates under the name "SBC Wisconsin", pursuant to an assumed name filing with the State of Wisconsin. Ameritech Corporation is a wholly-owned subsidiary of SBC Communications Inc.

Delaware limited partnership, all of the foregoing entities jointly d/b/a Sprint PCS” in the Agreement, including but not limited to the preamble and signature block.

- (3) SBC Wisconsin will maintain Sprint PCS only for the main billing account (headercard) for each of the accounts. SBC Wisconsin shall not be obligated, whether under this Amendment or otherwise, to make any other changes to SBC Wisconsin 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, Sprint PCS affirms, represents, and warrants that the OCN for those account shall not change from that previously used by Sprint PCS and SBC Wisconsin for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
- (4) Once this Amendment is effective, Sprint PCS shall operate with SBC Wisconsin under the Sprint PCS name for those accounts. Such operation shall include, by way of example only, submitting orders under Sprint PCS, and labeling (including re-labeling) equipment and facilities with Sprint PCS.
- (5) The Agreement shall be amended pursuant to Section 6.3.3.3 of the Agreement to adopt the following new Carrier-specific, State-specific “Originating Landline to CMRS Switched Access Traffic” percentage in section (6), specifically modifying Section 5.2 of the Appendix – Pricing (Cellular/PCS), based on State-specific, Carrier-specific audit/traffic studies and information. This change is based on such information and applies only in light of those Carrier-specific facts. The change contained in this Amendment will not apply to other carriers who may adopt this Agreement.
- (6) Section 5.2 Originating Landline to CMRS Switched Access Traffic Percentages of the Appendix – Pricing (Cellular/PCS) is hereby modified as follows:

State	Percentage
WI	5%

- (7) All other terms and conditions of the Agreement remain unchanged.
- (8) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (9) Except as modified herein, all other terms and conditions of the underlying agreement shall remain unchanged and in full force and effect.
- (10) 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 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 Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively “Government Actions”). Notwithstanding anything to the contrary in this Agreement (including any amendments to this Agreement), SBC Wisconsin has no obligation to provide unbundled network elements (UNEs) to WSP, and shall have no obligation to provide UNEs, beyond those that may be required by the Act, if any, including the lawful and effective FCC rules and associated FCC and judicial orders. 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). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that SBC Wisconsin has adopted the FCC ISP terminating compensation plan ("FCC Plan") in Wisconsin in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC Wisconsin's right to exercise its option at any time to adopt on a date specified by SBC Wisconsin the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. 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 the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and 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.

- (11) This Amendment shall be filed with and subject to approval by the appropriate State Commission(s) by October 10, 2004.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate by SBC Wisconsin, signing by and through its duly authorized representative, and Carrier, signing by and through its duly authorized representative.

Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo, L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation and Cox Communications PCS, L.P., a Delaware limited partnership, and APC PCS, L.L.C., a Delaware limited partnership, and PhillieCo, L.P., a Delaware limited partnership, all foregoing entities jointly d/b/a Sprint PCS

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: _____
Vice President External Affairs

Title: ^{For/} SVP – Industry Markets and Diversified
Businesses

Date: _____

Date: _____

OCN # _____

ACNA _____