

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. D/B/A SBC WISCONSIN
AND
MERRIMAC COMMUNICATIONS LTD**

The Interconnection Agreement ("the Agreement") by and between Merrimac Communications LTD ("CLEC") and Wisconsin Bell, Inc. d/b/a SBC Wisconsin¹ ("SBC Wisconsin") is hereby amended as follows:

1. The General Terms & Conditions of this Agreement is amended by adding the following:

44.7.11.2 The underlying Interconnection Agreement sets forth the terms and conditions pursuant to which SBC-12STATE agrees to provide CLEC with access to unbundled network elements (UNEs) under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in SBC-12STATE's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that SBC-12STATE is obligated only to make available UNEs and access to UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in SBC-12STATE's incumbent local exchange areas. SBC-12STATE has no obligation to provide such UNEs, Collocation, Interconnection and/or Resale to CLEC for the purposes of CLEC providing and/or extending service outside of SBC-12STATE's incumbent local exchange areas. In addition, SBC-12STATE is not obligated to provision UNEs or to provide access to UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than SBC-12STATE's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in SBC-12STATE's current Interconnection Agreement, and any associated provisions set forth elsewhere in CLEC's current Interconnection Agreement (including but not limited to the rates set forth in this Agreement associated with UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall apply only to the Parties and be available to CLEC for provisioning telecommunication services within an SBC-12STATE incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement with SBC-12STATE has been approved by the relevant state Commission and is in effect.

2. Appendix Interconnection Trunking Requirements (ITR) of the Agreement is amended by adding the following:

2.2 For purposes of this Amendment only, "Out of Exchange LEC (OE-LEC)" means CLEC operating within SBC-12STATE's incumbent local exchange area and provides telecommunications services utilizing NPA-NXXs identified to reside in a Third Party Incumbent LEC's local exchange area.

¹ Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

- 2.3 For purposes of this Amendment only, “Out of Exchange Traffic” is defined as Section 251 (b)(5) Traffic, ISP-Bound Traffic, Transit Traffic, or intraLATA traffic to or from a non-SBC ILEC exchange area.
12. Out of Exchange Traffic
- 12.1 SBC-12STATE will open CLEC NPA-NXX codes, rated to or identified to reside in non-SBC-12STATE exchange areas, in SBC-12STATE Tandems and End Offices in accordance with the terms and conditions of the underlying agreement.
- 12.2 OE-LEC represents that it operates as a CLEC within SBC-12STATE exchange areas and has a Point of Interconnection (“POI”) located within SBC-12STATE exchange areas for the purpose of providing telephone exchange service and exchange access in such SBC-12STATE exchange areas. Based upon the foregoing, the Parties agree that SBC-12STATE’s originating traffic will be delivered to OE-LEC’s existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. SBC-12STATE will accept OE-LEC’s Out of Exchange Traffic at its tandem switch over local interconnection facilities that currently exist or may exist in the future between the Parties to or from OE-LEC’s out of exchange areas to or from SBC-12STATE’s end offices. When such Out of Exchange Traffic is Section 251(b)(5) Traffic and ISP-Bound Traffic that is exchanged between the end users of OE-LEC and SBC-12STATE, the Parties agree to establish a Direct Final (“DF”) end office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an SBC-12STATE End Office. When such Out of Exchange Traffic is Transit Traffic as defined in the underlying Agreement, OE-LEC agrees to establish a Direct End Office Trunk group (“DEOT”) to any third party carrier’s end office when traffic levels exceed one DS1 (24 DS0s) to or from that end office.
- 12.3 The underlying Interconnection Agreement sets forth the terms and conditions pursuant to which SBC-12STATE agrees to provide CLEC with access to unbundled network elements (UNEs) under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in SBC-12STATE’s incumbent local exchange areas for the provision of CLEC’s Telecommunications Services. The Parties acknowledge and agree that SBC-12STATE is obligated only to make available UNEs and access to UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in SBC-12STATE’s incumbent local exchange areas. SBC-12STATE has no obligation to provide such UNEs, Collocation, Interconnection and/or Resale to CLEC for the purposes of CLEC providing and/or extending service outside of SBC-12STATE’s incumbent local exchange areas. In addition, SBC-12STATE is not obligated to provision UNEs or to provide access to UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than SBC-12STATE’s incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in SBC-12STATE’s current Interconnection Agreement, and any associated provisions set forth elsewhere in CLEC’s current Interconnection Agreement (including but not limited to the rates set forth in this Agreement associated with UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall apply only to the Parties and be available to CLEC for provisioning telecommunication services within an SBC-12STATE incumbent local exchange area(s) in the State in which CLEC’s current Interconnection Agreement with SBC-12STATE has been approved by the relevant state Commission and is in effect.
- 12.4 The compensation arrangements for OE-LEC traffic exchanged between the Parties shall be as set forth in the Parties’ underlying Interconnection Agreement.

12.5 InterLata Local Traffic

- 12.5.1 SBC-12STATE will exchange SBC-12STATE InterLATA local traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. SBC-12STATE will exchange such traffic using two-way DF trunk groups (i) via a facility to OE-LEC's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), or (iii) via a mutually agreed to meet point facility within the SBC-12STATE exchange area covered under such InterLATA waiver. If the exchange where the traffic is terminating is not an SBC-12STATE exchange, SBC-12STATE shall exchange such traffic using a two-way DF trunk group (i) via a facility to OE-LEC's POI within the originating LATA or (ii) via a mutually agreed to facility meet point arrangement at or near the EAB. SBC-12STATE will not provision or be responsible for facilities located outside of SBC-12STATE exchange areas.
- 12.5.2 The Parties agree that the associated traffic from each SBC-12STATE End Office will not alternate route.
- 12.5.3 CLEC must provide SBC-12STATE a separate ACTL and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.
- 12.5.4 Except as otherwise provided in this Amendment, the Parties understand and agree that SBC-12STATE, upon ten (10) calendar days notice to CLEC, may block any traffic that is improperly routed by CLEC over any trunk groups to SBC-12STATE and/or which is routed outside of the mutual agreement of the Parties.
- 12.5.5 SBC-12STATE shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to SBC-12STATE (as reflected in the LERG). Any compensation due SBC-12STATE for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct SBC-12STATE serving tandems are reflected by SBC-12STATE in the LERG. This also includes traffic that is destined to End Offices that do not subtend SBC-12STATE tandem. SBC-12STATE shall provide notice to CLEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, CLEC shall be given thirty (30) calendar days to cure such misrouting or such traffic will be blocked.
- 12.5.6 SBC-12STATE will open CLEC NPA-NXX codes, rated to or identified to reside in non-SBC-12STATE exchange areas, in SBC-12STATE End Office(s) in accordance with the terms and conditions of the underlying agreement.
- 12.5.7 The compensation arrangement for InterLATA Local Traffic shall be governed by the compensation terms and conditions for Section 251(b)(5) Traffic in the underlying agreement.
3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, nor Interconnection and Trunking Terms, but rather, this Amendment shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT AND INTERCONNECTION AND TRUNKING TERMS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. This Amendment shall be filed by SBC Wisconsin and is subject to approval by the Public Service Commission of Wisconsin (PSC-WI), and shall become effective ten (10) days following approval by the PSC.
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 v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); 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"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC-Wisconsin shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. 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 an SBC-Wisconsin state 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.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 7th day of January, 2004, by SBC Wisconsin, signing by and through its duly authorized representative, and CLEC signing by and through its duly authorized representative.

Merrimac Communications LTD

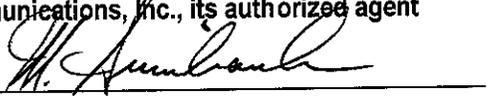
Signature: 

Name: Bartlett Olson
(Print or Type)

Title: President
(Print or Type)

Date: 12-30-03

Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Telecommunications, Inc., its authorized agent

Signature: 

Name: Mike Auinbauh
(Print or Type)

Title: For/ President - Industry Markets

Date: JAN 07 2003

FACILITIES-BASED OCN # 682 A

ACNA RRI