

AMENDMENT

TO INTERCONNECTION AGREEMENT – WISCONSIN

By and Between

WISCONSIN BELL, INC. D/B/A SBC WISCONSIN

and

LEVEL 3 COMMUNICATIONS, LLC

The Interconnection Agreement (“the Agreement”) by and between Wisconsin Bell, Inc. d/b/a SBC Wisconsin (“SBC Wisconsin”) and Level 3 Communications, LLC (“CLEC”) is hereby amended as follows:

(1) The Pricing Schedule – Wisconsin of the Agreement is hereby amended to incorporate the following non-recurring Loop Qualification Process – Manual Rate to replace and supersede the Loop qualification Process – Manual Rate currently noted as “to be determined” or “TBD” in the underlying Agreement.

	<u>Non-Recurring</u>
Loop Qualification Process – Manual Rate:	\$ 26.12

(2) The Loop Qualification Process – Manual Rate set forth in Paragraph 1 above shall become effective between the Parties on January 15, 2004 (“Rate Effective Date”).¹ SBC Wisconsin will calculate and apply to CLEC’s bill any applicable credits or charges due CLEC as a result of such pricing change as of the Rate Effective Date; provided however, the Parties agree that any billing adjustments and payments made in accordance with this Amendment are not subject to SBC Wisconsin’s obligations under the Service Performance Measurements and that liquidated damages 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.

(3) The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Public Service Commission of Wisconsin (“PSC-WI”) and shall become effective ten (10) days following approval by such Commission, subject to Paragraph 2 above, and footnote 1 (when applicable).

(4) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, will be coterminous with such Agreement.

¹ Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement (“Agreement”)), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act (“Adopting CLEC”) after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between SBC Wisconsin and the Adopting CLEC following the Commission’s order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law (“Section 252(i) Effective Date”), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

(5) 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"); provided, however, nothing in this paragraph is intended nor should be construed as modifying or superseding the rates, terms and conditions in the Parties' Second Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions ("Superseding Amendment"), in which the Parties waived certain rights they may have under the Intervening/Change in Law provisions(s) in the Agreement with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined in the Superseding Amendment), POIs or trunking requirements that are the subject of the Superseding Amendment for the period from June 1, 2003 through December 31, 2004. Notwithstanding anything to the contrary in this Agreement and this Amendment, and in addition to reserving their other rights, except to the extent that **SBC-13STATE** has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an **SBC-13STATE** state in which this Agreement is effective, and incorporated rates, terms and conditions of the FCC Plan into this Agreement, these rights also include but are not limited to **SBC-13STATE's** right to exercise its option at any time to adopt on a date specified by **SBC-13STATE** 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 (except as otherwise provided in the Superseding Amendment during the term of that Amendment for the time period of June 1, 2003 through December 31, 2004). To the extent that **SBC-13STATE** has adopted or adopts the FCC Plan in an **SBC-13STATE** state in which this Agreement is effective, the Parties understand and agree that effective January 1, 2005, the day after expiration of the Parties' Superseding Amendment, all ISP-bound traffic shall be subject to the FCC Plan, which is incorporated herein by this reference, and which shall apply between the Parties for the remaining duration of the Agreement. Notwithstanding the automatic application of the FCC Plan to this Agreement as of January 1, 2005 in any **SBC-13STATE** state in which **SBC-13STATE** has adopted or adopts the FCC Plan, the Parties agree that on or before March 31, 2004, they shall commence negotiating the conforming language necessary to reflect the specific FCC Plan rates, terms and conditions that shall apply between the Parties under this Agreement as of January 1, 2005. The resulting conforming language shall reflect that as of January 1, 2005, the FCC Plan shall apply to ISP bound traffic for the remaining duration of the Agreement. Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), **SBC-13STATE** 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. 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.

(6) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.