

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
By and Between  
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN  
AND  
CMC TELECOM, INC.**

The Interconnection Agreement, dated \_\_\_\_\_ - (“the Agreement”) by and between Wisconsin Bell, Inc. d/b/a SBC WISCONSIN<sup>1</sup> (“SBC WISCONSIN”) and CMC Telecom, Inc. (“CLEC”) is hereby amended as follows:

- (1) Article XXXII PERFORMANCE MEASUREMENTS is hereby replaced by the attached Article XXXII PERFORMANCE REMEDY PLAN - WISCONSIN.
- (2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with the underlying Agreement. Notwithstanding, the parties agree that the PERFORMANCE REMEDY PLAN will expire December 31, 2006 and therefore will be included in any successor agreements until December 31, 2006 regardless of the term of such successor agreements.
- (3) This Amendment shall be filed with and is subject to approval by the Public Service Commission of Wisconsin (“PSCW”) and shall become effective on (10) days following approval by the PSCW. The Parties agree to implement the Remedy Plan described in this Amendment so that the initial measurement month from which performance data is collected begins the first full month after the PSCW approves this Amendment.
- (4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

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<sup>1</sup> 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.

- (5) In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment), with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its intervening law rights relating to the following actions: 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*"), and following remand and appeal, the D.C. Circuit's March 2, 2004 decision in *USTA v. FCC*, Case No. 00-1012 (D.C. Cir. 2004), if, when, and to the extent, that such DC Circuit Opinion becomes effective; the FCC's Triennial Review Order, released on August 21, 2003 *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 1); 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). In entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings.