

05-23-05

AMENDMENT NO. __
INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN

CMC TELECOM, INC.

The Interconnection Agreement, dated _____, ("the Agreement") by and between Wisconsin Bell, Inc. d/b/a SBC Wisconsin¹ ("SBC WISCONSIN") and CMC Telecom, Inc. ("CLEC") is hereby amended as follows:

(1) Article 10, Resale At Wholesale Rates--Section 251(c)(4), is amended to hereby replace Section 10.10.1.7 with the following language:

10.10.1.7 Branding Load Charges: An initial non-recurring charge applies per brand, per Operator Assistance Switch for the establishment of CLEC specific branding. In addition, a per call charge applies for every OS call handled by SBC WISCONSIN on behalf of CLEC when such services are provided. An additional non-recurring charge applies per brand, per Operator assistance switch for each subsequent change to the branding announcement.

(2) The Pricing Schedule is hereby amended by adding the rates as shown in Attachment A for the service provided hereunder.

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

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

(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, which the Parties may have not yet fully incorporated in 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) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248)(rel. Oct. 18, 2004), 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 the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001); the FCC's Order *In the Matter of Petition for Declaratory Ruling that CLEC's Phone-to-*

¹ Wisconsin Bell, Inc., a Wisconsin corporation, offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Wisconsin Bell, Inc. is an indirect wholly owned subsidiary of SBC Communications Inc.

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Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004); the FCC's Order *In the Matter of Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. §160(c) from Application of the ISP Remand Order*, WC Docket No. 03-171 (Order No. FCC 04-241)(rel. October 18, 2004); and the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005). In entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings.

(6) This Amendment shall be filed with and is subject to approval by the Public Service Commission of Wisconsin ("PSCW"), but shall become effective upon execution by both Parties.