Sally Briar
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August 4, 2008

Ms. Sandra Paske
Secretary to the Commission
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, Wisconsin 53707-7854

Re: Application for the Approval of an Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Digital Telecommunications, Inc.

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Digital Telecommunications, Inc. hereby request approval, pursuant to 47 U.S.C. 252, of this Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Digital Telecommunications, Inc.

I have been authorized by Digital Telecommunications, Inc. to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement.

Digital Telecommunications, Inc.
Dan Terek, President
111 Riverfront, Suite 305
Winona, MN 55987
Tel: 507-452-2303
Fax: 507-452-2598

Sincerely,

/S/ Sally Briar

Sally Briar

Enclosure

AMENDMENT
TO INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN
AND
DIGITAL TELECOMMUNICATIONS, INC.

WHEREAS, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin[1] ("AT&T Wisconsin") and Digital Telecommunications, Inc. ("CLEC") (collectively, the "Parties") previously entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on July 9, 2003, in its UNE Compliance Order in Docket 6720-TI-161 ("WI UNE Compliance Order"), the Public Service Commission of Wisconsin ("PSC-WI") directed AT&T Wisconsin to amend its Interconnection Agreements to incorporate the PSC-WI's determinations for DS1 and DS3 rate structures;

WHEREAS, AT&T Wisconsin and CLEC wish to ensure that their Agreement accurately reflects the network element rate changes described in the WI UNE Compliance Order.

It is therefore agreed in consideration of the mutual promises contained herein that the Agreement is amended as follows:

1. INTRODUCTION

1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.

1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. AMENDMENT TO THE AGREEMENT

2.1 The Agreement is hereby amended by referencing and incorporating the following:

2.1.1 To conform the Agreement to effectuate certain non recurring DS1 and DS3 structure changes established by the Commission, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).

2.1.2 To the extent the underlying Agreement does not contain terms and conditions for UNE(s) listed in the UNE price schedule attached to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such UNE(s). Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s).

[1] Wisconsin Bell, Inc. (previously referred to as "Wisconsin Bell" or "SBC Wisconsin") now operates under the name "AT&T Wisconsin".

3. AMENDMENT EFFECTIVE DATE

3.1 The effective date of this Amendment shall be immediately upon approval of this Amendment by the PSC-WI under Section 252(e) of the Act or, absent such PSC-WI approval, the date this Amendment is filed under Section 252(e)(4) of the Act ("Amendment Effective Date").

4. TERM OF AMENDMENT

4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

5.1 This Amendment is the result of the PSC-WI's UNE Compliance Order, and solely addresses non-recurring DS1 and DS3 rates. Accordingly, no aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase has been understood under Section 252(i) of Title 47, United States Code.

6. RESERVATIONS OF RIGHTS

6.1 In entering into this Amendment, neither Party waives, and each Party expressly reserves, any 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, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

7. MISCELLANEOUS

7.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.

7.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

Digital Telecommunications, Inc.

Signature: [signature]

Name: THOMAS D WILSON
(Print or Type)

Title: EXECUTIVE V. P.
(Print or Type)

Date: 7-15-08

Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by AT&T Operations, Inc., its authorized agent

Signature: [signature]

Name: Eddie A. Reed, Jr.
(Print or Type)

Title: Director - Interconnection Agreements
(Print or Type)

Date: 7-31-08

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RESALE OCN# 2180
FACILITIES-BASED OCN# 2180
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