



Sally Briar
225 W. Randolph St., Floor 27C
Chicago, IL 60606

T: 312.727-0133
F: 281.664.9709

May 20, 2010

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 TelNet-WI, LLC

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and TelNet-WI, LLC 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 TelNet-WI, LLC.

I have been authorized by TelNet-WI, LLC to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement.

TelNet-WI, LLC
Mark Iannuzzi
President
1175 W. Long Lake Road
Troy, MI 48098
Tel: 248-485-1051
Fax: 248-485-1000

Sincerely,

/S/ Sally Briar

Sally Briar

Enclosure

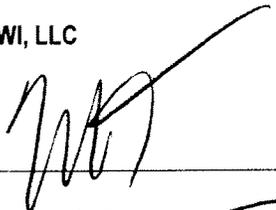
**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN
AND
TELNET-WI, LLC**

TelNet-WI, LLC ("Carrier") exercised its right pursuant to 47 U.S.C. § 252 (i) to adopt the Interconnection Agreement, as amended, between Wisconsin Bell, Inc. d/b/a AT&T Wisconsin¹ ("AT&T Wisconsin") and MCImetro Access Transmission Services LLC. Upon approval by the Public Service Commission of Wisconsin, the agreement so requested by Carrier became the Interconnection Agreement (the "Agreement") pursuant to 47 U.S.C. §§ 251 and 252 between AT&T Wisconsin and TelNet-WI, LLC. Pursuant to this Amendment, the Agreement is hereby amended as follows:

- (1) The "Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Provisions", currently incorporated into the Agreement and all references to this amendment, are hereby removed from the Agreement in its entirety and replaced with the "Amendment Superseding Certain Interconnection and Trunking Provisions", which is attached hereto and incorporated herein by this reference.
- (2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (3) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
- (4) 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.
- (5) This Amendment shall be filed with and is subject to approval by the Public Service Commission of Wisconsin and shall become effective ten (10) days following approval by such Commission.

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

TelNet-WI, LLC

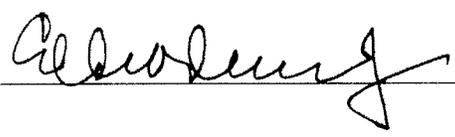
By:  _____

Printed: Mark Ignuzzi

Title: President
(Print or Type)

Date: 5-7-10

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

By:  _____

Printed: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 5-13-10

Resale OCN # 485C

CLEC OCN # 370D

ACNA - TJZ

**AMENDMENT
SUPERSEDING CERTAIN
INTERCONNECTION AND TRUNKING PROVISIONS
BETWEEN
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN
AND WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN
AND
TELNET WORLDWIDE, INC. D/B/A SUPERIOR SPECTRUM, INC.
AND D/B/A SUPERIOR SPECTRUM COMMUNICATIONS,
SUPERIOR SPECTRUM TELEPHONE AND DATA, LLC
AND TELNET-WI, LLC**

This Amendment Superseding Certain Interconnection and Trunking Terms ("Amendment") is applicable to this and any future Interconnection Agreement as provided herein between Michigan Bell Telephone Company d/b/a AT&T Michigan and Wisconsin Bell Inc. d/b/a AT&T Wisconsin and any of their future affiliates or subsidiaries which are the Incumbent Local Exchange Carrier (hereinafter each individually being a "AT&T ILEC," and collectively being the "AT&T ILECs") and TelNet Worldwide, Inc. d/b/a Superior Spectrum, Inc. and d/b/a Superior Spectrum Communications, Superior Spectrum Telephone and Data, LLC and TelNet-WI, LLC and any of their future Affiliates or subsidiaries which are a Certified Local Exchange Carrier (hereinafter each individually being a "TelNet CLEC" and collectively being the "TelNet CLECs"), in the states of Michigan or Wisconsin from November 1, 2009 through and including the Termination Date, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" ("MFN") rights. Each of the AT&T ILECs and TelNet CLECs may be referred to individually as "Party," or collectively as the "Parties";

WHEREAS, AT&T ILECs and TelNet CLECs entered into interconnection agreements pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that were approved by the applicable state commissions (the "ICAs"); and

NOW, THEREFORE, for and in consideration of the promises, mutual promises and covenants contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 Term, Scope of Agreement and Lock In:

1.1 The term of this Amendment shall commence on November 1, 2009 and shall continue until the October 31, 2012 ("Termination Date"). The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions currently contained in the ICAs. This Amendment shall also be incorporated into and become a part of, by exhibit, attachment or otherwise, and shall supersede, amend, and modify the applicable provisions of, any future interconnection agreement(s) between the Parties for the period from November 1, 2009 up through and including the Termination Date, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) MFN rights. Thereafter, this Amendment will remain in full force until October 31, 2014, unless terminated earlier by mutual agreement of the Parties, or if the TelNet CLECs are not a Party to the same ICA as TelNet CLECs are a Party to as of the Effective Date of this Amendment, on a state-by-state basis.

1.2 Any inconsistencies between the provisions of this Amendment and other provisions of the underlying ICAs or future interconnection agreement(s) described above for the period from November 1, 2009 through and

including the Termination Date, will be governed by the provisions of this Amendment, unless this Amendment is specifically and expressly superseded by a future amendment between the Parties.

1.3 If the underlying ICAs or any future interconnection agreement(s) expire sooner than the Termination Date, the Parties agree that the Amendment shall not extend or otherwise alter the term and termination rights of the underlying ICAs or any future interconnection agreement(s), but instead, the Amendment will be incorporated into any successor interconnection agreement(s) between the Parties through the Termination Date. To the extent that the date of state PUC approval of the underlying interconnection agreement precedes the date of state PUC approval of the Amendment, the Parties agree that the rates, terms and conditions of the Amendment will, upon state PUC approval of the Amendment, apply retroactively to November 1, 2009.

1.4 TelNet CLECs hereby waive their section 252(i) MFN rights through the Termination Date only as to the terms outlined in Section 4 of this Amendment. This waiver includes, but is not limited to, any lease, transfer, sale or other conveyance by TelNet CLECs of all or a substantial portion of its assets, in which case TelNet CLECs shall obtain the purchaser's agreement to be bound by the terms and conditions set forth herein, but only as to that portion of purchaser's operations resulting from the purchase of TelNet CLECs

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3.0 Reservations of Rights:

3.1 Except as specifically modified by this Amendment with respect to their mutual obligations herein, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.

3.2 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: *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), 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 as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions").

4.0 Network Architecture Requirements:

4.1 In each LATA TelNet interconnects networks with AT&T, the Parties shall exchange their respective traffic at the Point of Interconnection (POI). The POI shall be at either an AT&T End Office or Tandem building within the LATA where the Parties exchange Section 251(b)(5)/IntraLATA Toll Traffic. Each Party shall be one hundred percent (100%) financially responsible for providing the facilities, trunks, and equipment on its side of the POI. For the completion of calls, the terminating Party will not charge the originating Party, in any way, for the use of the terminating Party's facilities, trunks, and equipment on its side of the POI. This provision is not intended to affect the obligation of a Party to pay reciprocal compensation to the other Party.

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9.0 Additional Terms and Conditions:

9.1 Severability. If any provision of this Amendment, or part thereof, shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not invalidate the entire Amendment, unless such construction would be unreasonable. The Amendment shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly. Provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Amendment and substantially impair the rights or obligations of either Party, the Parties shall promptly negotiate a replacement provision or alternative provisions or arrangements.

9.2 Confidentiality - In addition to the confidentiality obligations contained within the Agreement to which this Amendment applies, the parties recognize that the degree to which information to be shared pursuant to the Amendment is subject to all applicable state and federal laws and regulations, along with whatever contractual obligations, if any, either Party may have relative to customer information. In the event a restriction on the release of such information exists as referenced in the preceding sentence, the Parties agree to cooperate to remove any such barriers.

9.3 This Amendment is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

9.4 The terms contained in this Amendment constitute the agreement with regard to the superseding, modification, and amendment of the ICAs and incorporation into future interconnection agreement(s) through October 31, 2012, and shall be interpreted solely in accordance with their own terms.

9.5 The headings of certain sections of this Amendment are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Amendment.

9.6 This Amendment may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

9.7 AT&T Operations, Inc. hereby represents and warrants that it is authorized to act as agent for, and to bind in all respects as set forth herein, the individual AT&T ILECs. TelNet Worldwide, Inc hereby represents and warrants that it is authorized to act as agent for, and to bind in all respects as set forth herein, all Affiliates.

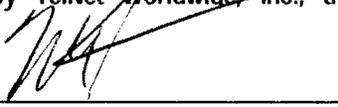
9.8 Upon expiration or termination of this Amendment, the obligations of the underlying ICA apply to the Parties, unless otherwise agreed. However, any liabilities or obligations of a Party for acts or omissions prior to the expiration or termination of this Amendment and any other provisions of this Amendment which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement

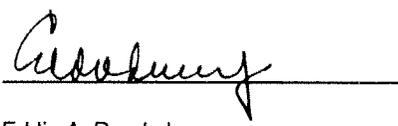
10.0 Definition of Affiliate

As used above, the term "Affiliate" shall mean as defined in the Act.

TelNet Worldwide, Inc. d/b/a Superior Spectrum, Inc. and d/b/a Superior Spectrum Communications, Superior Spectrum Telephone and Data, LLC and TelNet-WI, LLC by TelNet Worldwide, Inc., their authorized agent

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

Signature: 

Signature: 

Name: Mark Iannuzzi

Name: Eddie A. Reed, Jr.

Title: President

Title: Director-Interconnection Agreements

Date: 11/24/09

Date: 12-2-09