

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY
AND
EXCEL TELECOMMUNICATIONS, INC.**

Whereas, Illinois Bell Telephone Company (“SBC”) and Excel Communications, Inc. (“CLEC”) (collectively, the “Parties”) entered into an Agreement relating to local interconnection which became effective on June 29, 2002, (“Agreement”) and which permits the Parties to mutually amend the Agreement in writing; and

Whereas, the Parties desire to amend the Appendix WP of the Agreement.

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

1. Paragraph 3.2 of the Appendix WP is deleted and is replaced with the following:

CLEC authorizes SBC to provide CLEC’s Subscriber List Information in the subscriber list information provided by SBC to publishers of telephone directories pursuant to, and on the terms and conditions provided for in the license agreements between SBC and such directory publishers.

In exchange for the provision of CLEC’s subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for SBC’s receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with SBC’s subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by SBC.

CLEC releases SBC and its affiliates from any and all actions, claims, costs, damages, expenses, liabilities, and losses resulting from SBC releasing CLEC subscriber list information to directory publishers, except where such actions, claims, costs, damages, expenses, liabilities, and losses directly result from SBC’s gross negligence or willful misconduct.

CLEC agrees that SBC and/or its affiliates will not be liable for the content or accuracy of any subscriber list information provided by CLEC. CLEC agrees to indemnify, hold harmless and defend SBC and/or its affiliates from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including, but not limited to reasonable attorney’s fees and expenses) resulting from or arising out of any third party’s claim of inaccurate subscriber listing information, use of information provided by this authorization, or any negligent act or omission, grossly negligent act, or act of willful misconduct by CLEC, except to the extent that such damages, losses, liabilities, demands, claims, suits, or judgments, costs, and expenses (including, but not limited to, reasonable attorney’s fees and expenses) directly result from SBC’s gross negligence or willful misconduct.

2. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather shall be coterminous with the underlying Agreement.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS FOR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under 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, adopted on February 20, 2003, on remand from the *USTA decision* and

pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); 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; or 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). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC Illinois reserves its right to exercise its option at any time in the future to adopt on a date specified by SBC Illinois the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

5. This Amendment shall be filed with and subject to approval by the appropriate regulatory commission.

In Witness whereof, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

Excel Telecommunications, Inc.

**Illinois Bell Telephone Company, by SBC
Telecommunications, Inc., its authorized agent**

Signature: _____

Signature: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: *For* President - Industry Markets

Date: _____

Date: _____

AECN/OCN# _____
(Facility Based – if applicable)