

Exhibit B
Case No. U-14003

FIFTH AMENDMENT

Executed as of December 16, 2003

TO

INTERCONNECTION AGREEMENT

by and between

SBC MICHIGAN

And

WAYPOINT TELECOMMUNICATIONS, LLC

D/B/A

WAYPOINT FIBER NETWORKS

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a SBC MICHIGAN
AND
WAYPOINT TELECOMMUNICATIONS LLC DBA WAYPOINT FIBER NETWORKS

This Amendment provides for Reciprocal Compensation rates, terms, and conditions for all intercarrier telecommunications traffic exchanged by Waypoint Telecommunications LLC dba Waypoint Fiber Networks as a Competitive Local Exchange Carrier in this state (hereafter, "CLEC") and Michigan Bell Telephone Company d/b/ SBC Michigan ("SBC Michigan").

WHEREAS, CLEC filed notice seeking to sectionally adopt the provisions of the Interconnection Agreement between SBC Michigan and AT&T Communications of Michigan ("AT&T") with the exception of the rates, terms and conditions in such Agreement relating to intercarrier compensation, including any legitimately related terms (referred to as "underlying Agreement").

WHEREAS, SBC Michigan and CLEC are hereby filing this Amendment to incorporate rates, terms and conditions relating to intercarrier compensation into the Parties' Interconnection Agreement (which Interconnection Agreement is comprised of CLEC's sectional adoption of the AT&T Agreement, with the exception of the rates, terms and conditions set forth in Articles IV, VII and XXVII to the AT&T Agreement relating to reciprocal compensation and any legitimately related terms, and this Amendment incorporating intercarrier rates, terms and conditions into such Interconnection Agreement) (the "Agreement");

NOW THEREFORE, the Parties agree as follows:

- I. Attachment 4 of the Agreement is amended as follows to add the following Sections 4.7, 4.8 and 4.9 and associated subsections:

4.7 Measurement and Billing.

- 4.7.1 For billing purposes, each Party shall pass original and true Calling Party Number ("CPN") information on each call that it originates over the Local/IntraLATA Trunks. Neither Party will alter the CPN Field.

- 4.7.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 4.7.3 Where SS7 connections exist, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (“**MOU**”) of calls exchanged with CPN information, based upon a percentage of local usage (“**PLU**”) factor calculated based on the amount of actual volume during the preceding three (3) months. The PLU will be reevaluated every three (3) months. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.
- 4.7.4 Measurement of Telecommunications traffic billed shall be in tenths of seconds by call type, and accumulated each billing period into one (1) minute increments for billing purposes in accordance with industry rounding standards.
- 4.7.5 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.
- 4.7.6 Where the Parties are performing a transiting function, the transiting Party will pass the original and true CPN if it is received from the originating third party. If the original and true CPN is not received from the originating third party, the Party performing the transiting function cannot forward the CPN and will not be billed as the default originator.

4.8 Reciprocal Compensation

- 4.8.1 Reciprocal Compensation applies for transport and termination of Local Traffic billable by Ameritech or AT&T which a Telephone Exchange Service Customer originates on Ameritech’s or AT&T’s network for termination on the other Party’s network. The Parties shall compensate each other for such transport and termination of Local Traffic at the rate provided at Item II of the Pricing Schedule. Such traffic shall be recorded and transmitted to AT&T in accordance with Article XXVII (Billing and Recording) of this Agreement.
- 4.8.2 Each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting recordings made within each Party’s network. These recordings are the basis for each Party to generate bills to the other Party. The total conversation seconds over each individual Local Interconnection Trunk Group, measured in accordance with Section 4.7.4, will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 4.8.3 Each Party will provide to the other, within fifteen (15) calendar days, after the end of each quarter, a report showing the PLU described in Section 4.7.3.

- 4.8.4 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.
- 4.8.5 Each Party shall charge the other Party its effective applicable federal and state tariffed intraLATA FGD switched access rates for the transport and termination of all IntraLATA Toll Traffic.
- 4.8.6 Compensation for transport and termination of all traffic which has been subject to performance of INP by one Party for the other Party pursuant to Article XIII shall be as specified in Section 13.
- 4.9 Transiting.**
- 4.9.1 While the Parties agree that it is the responsibility of AT&T to enter into arrangements with each third party carrier (ILECs or other CLECs) to deliver or receive transit traffic, SBC-AMERITECH acknowledges that such arrangements may not currently be in place and an interim arrangement will facilitate traffic completion on an interim basis. Accordingly, until the date on which either Party has entered into an arrangement with third-party carrier to exchange transit traffic to AT&T, SBC-AMERITECH will provide AT&T with transit service. AT&T agrees to use reasonable efforts to enter into agreements with third-party carriers as soon as possible after the Effective Date.
- II. Attachment 7, Section 1 of the Agreement is amended as follows to add the following Section 7.0 and associated subsections:
- 7.0 Transport and Termination of Other Types of Traffic.**
- 7.1 Information Services Traffic.**
- 7.1.1 Each Party shall route Information Service Traffic which originates on its own network to the appropriate information services platform(s) connected to the other Party's network over the Local/IntraLATA Trunks.
- 7.1.2 The Party ("**Originating Party**") on whose network the Information Services Traffic originated shall provide an electronic file transfer or monthly magnetic tape containing recorded call detail information to the Party ("**Terminating Party**") to whose information platform the Information Services Traffic terminated.
- 7.1.3 In accordance with procedures to be established by the Implementation Team, the Terminating Party shall provide to the Originating Party via electronic file transfer or magnetic tape all necessary information to rate the Information Services Traffic to the Originating Party's Customers.

7.1.4 Intentionally deleted.

7.1.5 Once a billing and collection agreement has been signed, the Originating Party shall bill and collect such information provider charges and remit the amounts collected to the Terminating Party less:

- (a) The Information Services Billing and Collection fee set forth on the **Pricing Schedule**; and
- (b) An uncollectibles reserve calculated based on the uncollectibles reserve in the Terminating Party's billing and collection agreement with the applicable information provider; and
- (c) Customer adjustments provided by the Originating Party.

The Originating Party shall provide to the Terminating Party sufficient information regarding uncollectibles and Customer adjustments. The Terminating Party shall pass through the adjustments to the information provider. Final resolution regarding all disputed adjustments shall be solely between the Originating Party and the information provider.

7.1.6 Nothing in this Agreement shall restrict either Party from offering to its Telephone Exchange Service Customers the ability to block the completion of Information Service Traffic.

III. Attachment 27, Section 11 of the Agreement is amended as follows to add the following Section 27.11 and associated subsections:

27.11 Mutual Compensation.

27.11.1 The Parties will bill each other reciprocal compensation in accordance with the standards and record exchange requirements set forth in this Agreement in the Pricing Schedule and in accordance with Section 27.11.5, below.

27.11.2 In SBC-AMERITECH, billing for mutual compensation will be provided in accordance with mutually agreed to CABS-like data content via current industry processes for mutual compensation, as described in Section 27.3.2, preceding.

27.11.3 Where a procedure has not already been set forth in this Article, the Parties will work cooperatively to establish, not later than thirty (30) days after the Effective Date of the Agreement, a method of billing, collecting and remitting for local charges which are billed and collected by one Party but earned by the other Party.

- 27.11.4 When AT&T is a local switch network element customer of SBC-AMERITECH, SBC-AMERITECH will calculate a third party switch originated mutual compensation statewide average revenue per access line which will be multiplied by AT&T's switch port count to arrive at AT&T's compensation for terminating traffic originated from a third party. SBC-AMERITECH will calculate each month's statewide average revenue/access line using that month's mutual compensation summary data and apply to each AT&T switch port in service to arrive at that month's compensation.
- 27.11.5 When AT&T is a local switch network element customer of SBC-AMERITECH, provision of records by SBC-AMERITECH for mutual compensation will be as specified in the Southwestern Bell Resale/Unbundled Network Elements Usage Extract User Guide Dated April 12, 2000, or as otherwise agreed to by the Parties.
- IV. 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 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: 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, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's 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), and as to the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001; and the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law") (collectively "Government Actions"). The Parties acknowledge and agree that SBC Michigan has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Michigan and as of the date of that election by SBC Michigan, the FCC Plan shall apply to this Agreement, as more specifically provided for in this Amendment. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or

otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC ILLINOIS shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC ILLINOIS will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

- V. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.
- V. This Amendment shall be filed with and subject to approval by the Michigan Public Service Commission ("MI-PSC") and shall become effective ten (10) days following approval by such MI-PSC. All other terms of the Agreement will remain the same.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

Waypoint Telecommunications LLC dba Waypoint
Fiber Networks

Michigan Bell Telephone Company d/b/a SBC
Michigan by SBC Telecommunications, Inc., its
authorized agent

Signature: [Signature]

Signature: [Signature]

Name: R. Charles M. Lough
(Print or Type)

Name: Mike Auinbaum
(Print or Type)

Title: Managing Director
(Print or Type)

Title: For/ President - Industry Markets

Date: 12-05-03

Date: DEC 16 2003

FACILITIES-BASED OCN # Already on file

ACNA _____

			AIT	
MICHIGAN			RECURRING	AIT
			Monthly	Nonrecurring
UNBUNDLED NETWORK ELEMENTS				
Unbundled Local Switching with Shared Transport				
		ULS Reciprocal Compensation MOU	\$ 0.0007	
RECIPROCAL COMPENSATION				
Rate for All ISP-Bound and Section 251 (b)(5) Traffic as per FCC 01-131, per MOU			\$ 0.0007	
TRANSIT SERVICE				
	Tandem Switching			
		per minute of use	\$ 0.004985	
	Tandem Transport			
		per minute of use	\$ 0.000156	
	Tandem Transport Facility			
		per minute of use	\$ 0.000036	