**INTERCONNECTION AGREEMENT**

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INTERCONNECTION AGREEMENT

 UNDER SECTIONS 251 AND 252

 OF THE

 TELECOMMUNICATIONS ACT OF 1996

 This Interconnection Agreement (the "Agreement"), is being entered into by

and between Michigan Bell Telephone Company d/b/a Ameritech Michigan ("Ameritech

Michigan"), and Talk America, Inc. ("CLEC"), (each a "Party" and, collectively,

the "Parties"), pursuant to Sections 251 and 252 of the Telecommunications Act

of 1996 ("the Act").

RECITALS

 WHEREAS, pursuant to Section 252(i) of the Act, CLEC has requested to adopt

individual interconnection, service and/or network element arrangements(s)

("Arrangement(s)") from the Interconnection Agreement by and between Ameritech

Michigan and Talk America, Inc. for the State of Michigan, which was approved by

the Michigan Public Service Commission ("the Commission") under Section 252(e)

of the Act on February 19, 2002 in docket number U-12465, including any

amendments to such Agreement (the "Separate Agreement"), which is incorporated

herein by reference; and

 WHEREAS, pursuant to Section 252(i), the Parties understand and agree that

CLEC may sectionally adopt any Arrangements contained in an approved and

effective Michigan Agreement that is available for adoption, including any

legitimately related terms, with the exception of the reciprocal compensation

provisions (and any legitimately related terms) as a result of the FCC's ISP

Remand Order (1) (or other provisions, as applicable);

 WHEREAS, Ameritech Michigan is making such Arrangement(s) from the Separate

Agreement available to CLEC only because of and, to the extent required by,

Section 252(i) of the Act under this Agreement; and

 WHEREAS, in addition to the Arrangement(s) adopted by CLEC from the

Separate Agreement, the Parties have voluntarily negotiated other provisions to

this Agreement which are set forth in an Amendment to this Agreement (e.g.,

including but not limited to reciprocal compensation provisions), which is

incorporated herein by this reference, and which is attached hereto and will be

submitted to the Commission for approval; and

 NOW, THEREFORE, in consideration of the mutual provisions contained herein

and other good and valuable consideration, the receipt and sufficiency of which

are hereby acknowledged, CLEC and Ameritech Michigan hereby agrees as follows:

1.0 INCORPORATION OF RECITALS AND SEPARATE AGREEMENT BY REFERENCE

1.1 The foregoing Recitals are hereby incorporated into and made part of

this Agreement.

1.2 Except as expressly stated herein, the Arrangement(s) adopted by CLEC

from the Separate Agreement (including any and all applicable Appendices,

Schedules, Exhibits, Attachments and Amendments thereto) are incorporated herein

by this reference and form an integral part of this Agreement.

 (1) See In the Matter of the Implementation of the Local Competition

 Provisions in the Federal Telecommunications Act of 1996, Intercarrier

 Compensation for ISP-Bound Traffic, CC Docket Nos. 96-98 and 99-68,

 Order on Remand and Report and Order, FCC 01-131 ("ISP Remand Order"),

 which was remanded in WorldCom, Inc. v. FCC, No. 01-1218 (D.C.

 Cir. 2002).

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2.0 MODIFICATIONS TO SEPARATE AGREEMENT

2.1 All references to "AMERITECH INFORMATION INDUSTRY SERVICES, a division

of Ameritech Services, Inc. a Delaware Corporation" is hereby replaced with

"Michigan Bell Telephone Company d/b/a Ameritech Michigan, a Michigan

corporation" and Ameritech Michigan's address of "350 North Orleans, 3rd Floor,

Chicago, IL 60654" is hereby replaced with "444 Michigan Avenue, Detroit, MI

48266." Finally, the following language is hereby deleted: "on behalf of and

as agent for Ameritech Michigan."

2.2 References in the Separate Agreement to "CLEC" or to "Other" shall for

purposes of this Agreement be deemed to refer to CLEC.

2.3 References in the Separate Agreement to the "Effective Date," the date

of effectiveness thereof and like provisions shall for purposes of this

Agreement be deemed to refer to the date which is ten (10) days following

Commission approval of the Agreement or, absent Commission approval, the date

the Agreement is deemed approved under Section 252(e)(4) of the Act. In

addition, unless terminated earlier in accordance with the terms of the

negotiated Amendment hereto, as applicable, the Termination Date of this

Agreement shall be: "March 21, 2005" (the "Termination Date").

2.4 The Notices Section in the Separate Agreement is hereby revised to

reflect that Notices should be sent to CLEC under this Agreement at the

following address:

 NOTICE CONTACT CLEC CONTACT

 NAME/TITLE Alan Kirk, Dir., RBOC Relations

 STREET ADDRESS 12020 Sunrise Valley Drive, #250

 CITY, STATE, ZIP CODE Reston, VA 20191

 FACSIMILE NUMBER (703) 391-7525

2.5 The Notices Section in the Separate Agreement is hereby revised to

reflect that Notices should be sent to Ameritech Michigan under this Agreement

at the following address:

 NOTICE CONTACT SBC-13 STATE CONTACT

 NAME/TITLE Contract Administration

 ATTN: Notices Manager

 STREET ADDRESS 311 S. Akard, 9th Floor

 Four SBC Plaza

 CITY, STATE, ZIP CODE Dallas, TX 75202-5398

 FACSIMILE NUMBER (214) 464-2006

2.6 In Section 30.1.1 Authorization, the references to "Ameritech" are

replaced with references to "Ameritech Michigan" and Ameritech's state of

incorporation is the state of "Michigan." In Section 30.1.2 after "State of',

CLEC's state of incorporation should be deemed to be inserted.

2.7 Schedule 2.1, "Implementation Schedule" of the Separate Agreement is

hereby revised to delete any carrier-specific interconnection or access to UNE

information and to incorporate the following language in its place for purposes

of this Agreement: "The interconnection activation points and interconnection

activation date shall be mutually determined by the Implementation Team in

accordance with Section 3.4.4 and Schedule 12. Ameritech Michigan's position is

that any proposed interconnection with a switch that is not capable of providing

local exchange service (including 911 service) does not fall within the intent

or scope of this Agreement."

3.0 RESERVATION OF RIGHTS

3.1 In entering into this Agreement containing the Arrangement(s) from the

Separate Agreement, Ameritech Michigan is not waiving any of its rights,

remedies or arguments with respect to any legislative, regulatory, or judicial

actions or proceedings, including but not limited to its rights under the United

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States Supreme Court's opinion in Verizon v. FCC, 535 U.S. (2002); the

D.C. Circuit's decision in United State Telecom Association, et al v. FCC, No.

00-101 (May 24, 2002); the FCC's Order In the Matter of the Local Competition

Provisions of the Telecommunications Act of 1996, (FCC 99-370) (rel. November

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 (the "ISP Intercarrier Compensation

Order") (rel. April 27, 2001), which was remanded in WorldCom, Inc. v. FCC, No.

01-1218 (D.C. Cir. 2002). Rather, in entering into this Agreement, Ameritech

Michigan fully reserves all of its rights, remedies and arguments. This

reservation of rights includes, but is not limited to, its right to dispute

whether any UNEs and/or UNE combinations identified in this Agreement must be

provided under Section 251 (c)(3) and 251(d) of the Act, and under this

Agreement. This reservation also includes, but is not limited to, Ameritech

Michigan's right to exercise its option at any time in the future to invoke the

Intervening Law or Change of Law provisions in this Agreement and to adopt on a

date specified by Ameritech Michigan, 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. It is Ameritech

Michigan's position that the Arrangements in this Agreement are subject to the

change of law provisions permitted under the Federal Rules except to the extent

otherwise expressly provided in the Separate Agreement and also are subject to

any appeals involving the Separate Agreement. In the event that any of the

rates, terms and/or conditions of this Agreement, or any of the laws or

regulation that were the basis for a provision of the Agreement, are

invalidated, modified or stayed by any action of any state or federal regulatory

bodies or courts of competent jurisdiction, including but not limited to any

finding that any of the UNEs and/or UNE combinations provided for under this

Agreement do not meet the necessary and impair standards set forth in Section

251(d)(2) of the Act, it is Ameritech Michigan's position and intent that the

Parties immediately incorporate changes from the Separate Agreement, made as a

result of any such action into this Agreement. Where revised language is not

immediately available, it is Ameritech Michigan's position and intent that the

Parties shall expend diligent efforts to incorporate the results of any such

action into this Agreement on an interim basis, but shall conform this Agreement

to the Separate Agreement, once such changes are filed with the Commission. Any

disputes between the parties concerning the interpretations of the actions

required or the provision affected shall be handled under the Dispute Resolution

Procedures set forth in this Agreement.

3.2 This Agreement (including all attachments hereto) and every

interconnection, service and network element provided hereunder, is subject to

all rates, terms and conditions contained in this Agreement (including all

attachments hereto) that are legitimately related to such interconnection,

service or network element. Without limiting the general applicability of the

foregoing, the General Terms and Conditions of this Agreement are specifically

agreed by the Parties to be legitimately related to, and to be applicable to,

each interconnection, service and network element provided hereunder.

 IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be

executed as of this 23rd day of September , 2002.

TALK AMERICA, INC. MICHIGAN BELL TELEPHONE COMPANY

 D/B/A AMERITECH MICHIGAN

 BY: SBC TELECOMMUNICATIONS, INC.,

 ITS AUTHORIZED AGENT

By: /s/ Aloysius T. Lawn IV By: /s/ Mike Auinbauh

Printed: Aloysius T. Lawn IV Printed: Mike Auinbauh

Title: EVP - General Counsel Title: President - Industry Markets

Date: 9/18/02 Date: 9/23/02

AECN/OCN # TLHC/1200

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