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Kristine B. Macneal  
Contract Administrator

Contract Development  
and Services

Law Department



March 8, 2000

Via Airborne Express

Ms. Carole J. Washburn, Secretary  
Washington Utilities and  
Transportation Commission  
1300 S. Evergreen Park Dr. S.W.  
P.O. Box 47250  
Olympia, WA 98504-7254

RE: Negotiated Second Amendment to the Wireline Interconnection Agreement between Rhythms Links, Inc. (fka ACI, Corp.) and U S WEST Communications, Inc.

Dear Ms. Washburn:

In accordance with the Order on Arbitration Procedure in Docket No. UT-960269, attached for your approval are eight (8) copies of the Second Amendment to the Interconnection Agreement between Rhythms Links, Inc. (fka ACI, Corp.) ("Rhythms") and U S WEST Communications, Inc. ("U S WEST"). U S WEST and Rhythms negotiated this Second Amendment under the terms of the Telecommunications Act of 1996. Also enclosed is Request For Approval Of Second Amendment to the Interconnection Agreement.

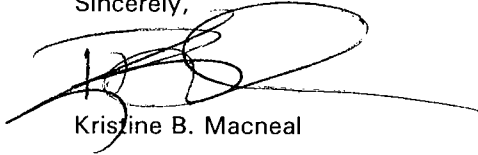
This amendment supplements the original interconnection agreement between Rhythms and U S WEST which was approved by the Commission on August 26, 1998 in Docket No. UT-980333. This Amendment replaces references to "ACI, Corp." with "Rhythms Links, Inc." and replaces, in its entirety, Section 8.2.4, Unbundled Loops.

The parties respectfully request that this matter be placed on the next Consent Agenda for expedited approval.

The Order on Arbitration Procedure also requests that a proposed order accompany the filing. U S WEST requests a waiver of that requirement, and is not providing one with this filing, as the Commission has, in the past, used its own format for Orders. If this is not satisfactory to the Commission please contact me and I will forward a proposed order immediately.

Please date and file stamp and return the extra copy of the Application in the enclosed self-addressed and postage paid envelope. If you have any questions or need any further information, please do not hesitate to contact me at (303) 793-6605.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kristine B. Macneal', written over a horizontal line.

Kristine B. Macneal

Enclosures

cc: Elizabeth Weber (w/enc.)  
Jo Gentry (w/enc.)

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COMMUNICATIONS  
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REGISTRATION

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of Request for Approval of Second )  
Amendment to Interconnection Agreement ) Docket No. UT-980333  
Between Rhythms Links, Inc. (fka ACI, Corp.) )  
and U S WEST Communications, Inc. ) REQUEST FOR APPROVAL OF  
SECOND AMENDMENT TO  
INTERCONNECTION AGREEMENT

**I. INTRODUCTION**

Pursuant to Section III of the Interpretive and Policy Statement Regarding Negotiation, Mediation, Arbitration, and Approval of Agreements under the Telecommunications Act of 1996 ("Interpretive and Policy Statement") issued by this Commission in Docket No. UT-960269, U S WEST Communications, Inc. ("U S WEST ") and Rhythms Links, Inc. (fka ACI, Corp.) ("Rhythms") hereby submit for approval by the Washington Utilities and Transportation Commission ("Commission" or "WUTC") the attached Second Amendment to Interconnection Agreement dated February 18, 2000 (the "Amendment"). This amendment supplements the original interconnection agreement between ACI/Rhythms and U S WEST which was approved by the Commission on August 26, 1998 in Docket No. UT-980333. This Amendment replaces

REQUEST FOR APPROVAL  
OF SECOND AMENDMENT

**U S WEST, Inc.**  
1600 7th Ave., Suite 3206  
Seattle, WA 98191  
Telephone: (206) 343-4000  
Facsimile: (206) 343-4040

1 references to the former company name of "ACI, Corp." with the current company name of  
2 "Rhythms Links, Inc." and replaces, in its entirety, Section 8.2.4, Unbundled Loops.

3 The original Agreement set forth terms, conditions and prices under which U S WEST  
4 agreed to provide services for resale and certain Unbundled Network Elements, Ancillary  
5 Functions and additional features in each LATA in which both U S WEST and Rhythms operate  
6 within the state of Washington. The Agreement also had terms, conditions and prices under  
7 which the parties agreed to provide interconnection and reciprocal compensation for the  
8 exchange of local traffic for the purpose of offering telecommunications services. The  
9 Agreement stated that the pricing for these services is subject to the outcome of the  
10 Commission's determination in the Generic Pricing Docket, UT-960369, et al.

11 This Amendment is submitted for approval pursuant to Section 252(e) of the  
12 Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act")  
13 and the requirements of the Commission's Interpretive and Policy Statement.

## 14 II. REASONS FOR APPROVAL

15 Section 252(e)(2) of the Act directs that a state commission may reject an Agreement  
16 reached through negotiation and/or arbitration only if the Commission finds that:

- 17 1) The Agreement (or portions thereof) discriminates against a  
18 telecommunications carrier not a party to the Agreement; or
- 19 2) The implementation of such Agreement or portion is not consistent with the  
20 public interest, convenience and necessity.

21 U S WEST and Rhythms respectfully submit that the Amendment provides no basis for  
22 either of these findings and thus request that the Commission approve the Agreement  
23 expeditiously. First, the Amendment does not discriminate against any other

1 telecommunications carrier. There is no finding that the terms of this Amendment are more  
2 favorable than terms provided to other carriers.

3 Second, the Amendment is consistent with the public interest as identified in the pro-  
4 competitive policies of the state of Washington, the WUTC, the U.S. Congress and the Federal  
5 Communications Commission. In addition, because this Agreement does not discriminate  
6 against any other telecommunications carrier, state law policies prohibiting unreasonable  
7 discrimination are preserved by approval of this Amendment.

8 For the foregoing reasons, U S WEST and Rhythms submit that approval of this  
9 Amendment is warranted because it satisfies the state and federal criteria for approval.

### 10 **III. UNDERSTANDING AND AGREEMENT OF PARTIES**

11 With respect to the Amendment, the Parties understand and agree that this Amendment  
12 replaces references to the former name of the company, "ACI, Corp.", with the current name of  
13 the company, "Rhythms Links, Inc."

14 Further, the Amendment replaces, in its entirety, Section 8.2.4, Unbundled Loops.  
15 Specifically, the terms and conditions and installation options have been revised. In addition, the  
16 unbundled loop rate elements have been updated. Finally, the details regarding the ordering  
17 process and maintenance and repair issues have been streamlined.

### 18 **IV. CONCLUSION**

19 For the foregoing reasons, U S WEST and Rhythms respectfully request expeditious  
20 approval of the Amendment. Both Parties request approval earlier than the 90 day time period  
21 allowed for by the Interpretive and Policy Statement, in order to facilitate the immediate  
22

1 availability of additional local exchange competition between U S WEST and Rhythms.

2 Respectfully submitted this 7<sup>th</sup> day of March, 2000.

3 U S WEST Communications, Inc,

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Lisa A. Anderl, WSBA No. 13236

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1600 - 7th Avenue, Room 3206

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Seattle, WA 98191

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(206) 345-1574

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REQUEST FOR APPROVAL  
OF SECOND AMENDMENT

**Second Amendment to  
Interconnection Agreement**

**Between**

**Rhythms Links Inc. (fka ACI, Corp.)  
and  
U S WEST Communications, Inc.**

**Washington**

OFFICE OF THE  
ATTORNEY GENERAL  
COMM - 9  
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OFFICE OF THE ATTORNEY GENERAL

This Second Amendment ("Second Amendment") is made and entered into by and between U S WEST Communications, Inc. ("USWC") and Rhythms Links Inc. (fka ACI, Corp.) ("Rhythms"). This Amendment shall be deemed effective as of the date of its approval by the Washington Utilities and Transportation Commission ("Commission").

**RECITALS**

WHEREAS, USWC and ACI, Corp. entered into that certain Interconnection Agreement for service in the state of Washington and executed by ACI on June 9, 1998 and by USW on June 29, 1998 ("the Agreement"); and

WHEREAS, the Agreement was approved by the Commission on August 26, 1998; and

WHEREAS, ACI, Corp. has changed its name to Rhythms Links Inc.; and

WHEREAS, the Parties wish to amend the Agreement to reflect the name change from ACI, Corp. to Rhythms Links Inc. ("Rhythms"); and

WHEREAS, the Parties wish to also amend the Agreement under the terms, conditions, and rates contained herein.

NOW THEREFORE, the Parties agree to the following:

**DESCRIPTION OF AMENDMENT AND MODIFICATIONS**

- 1. Replace references to "ACI, Corp." with "Rhythms Links Inc." and replace all references to "ACI" with "Rhythms".**
- 2. Replace, in its entirety, Section 8.2.4, Unbundled Loops, with the following:**

8.2.4 Unbundled Loops

8.2.4.1 Description

An Unbundled Loop establishes a transmission path between a central office distribution frame (or equivalent) up to, and including, USW's network interface device (NID) and/or demarcation point. For existing

Loops, the inside wire connection to the NID, and/or demarcation point, will remain intact. Unbundled Loops are available in three categories: (i) 2-Wire or 4-Wire Analog, (ii) 2-Wire or 4-Wire Non-Loaded and (iii) Digital Capable - either Basic Rate ISDN or DS1.

#### 8.2.4.2 Terms and Conditions

8.2.4.2.1 Analog Unbundled Loops are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services within the analog voice frequency range of 300 to 3000 Hz. For the two-wire configuration, Rhythms must specify the signaling option. The actual Loop facilities may utilize various technologies or combinations of technologies. If USW uses Integrated Digital Loop Carrier (IDLC) systems to provide the local Loop, to the extent possible, USW will make alternate arrangements to permit Rhythms to order a contiguous unbundled local Loop.

8.2.4.2.2 When Rhythms requests a non-loaded Unbundled Loop and there are none available, USW will contact Rhythms to determine if Rhythms wishes to have USW unload a Loop. If the response is affirmative, USW will dispatch a technician to "condition" the loop by removing load coils and excess bridge taps (i.e., "deload" the Loop) in order to provide Rhythms with a Non-Loaded Loop. Rhythms will be charged the cable unloading and bridge tap removal non-recurring charge in addition to the Unbundled Loop installation nonrecurring charge. Placement of repeaters either in the field or in the Central Office are not included as part of the conditioning charge. Repeater placement is included under Extension Technology.

8.2.4.2.3 When Rhythms requests a Basic Rate ISDN Capable Loop, USW will dispatch a technician to provide an Extension Technology that may include the placement of repeaters, either Central Office or in the field, or BRITES cards in both the COT and RT in order to make the Loop ISDN Capable. The ISDN Capable Loop may also require conditioning, (e.g., removal of loads or bridged tap). Rhythms will be charged an Extension Technology recurring charge in addition to the unbundled Loop recurring charge as specified in Part H of this Agreement.

When Rhythms requests a DS1 Capable Loop, USW will install the electronics at both ends including any intermediate repeaters (shown in Part H as Regeneration). The DS1 Capable Loop may also require conditioning, (e.g., removal of loads or bridged tap). If required, Rhythms will be charged a non-recurring charge in addition to the Unbundled Loop recurring charge.



When Rhythms requests an ADSL Qualified Loop USW uses an ADSL filter as a loop qualification tool. Qualification characteristics filtered are loop make-up, non-loaded, within dB loss threshold and limited bridge tap. Provision of an ADSL qualified Loop does not guarantee that the Loop will satisfy Rhythms' equipment requirements. When Rhythms requests an ADSL Qualified Unbundled Loop and there are none available, USW will contact Rhythms to determine if Rhythms wishes to select an alternate product such as an BRI-ISDN Capable or Non Loaded Unbundled Loop.

USW reserves the right to limit the provisioning of ADSL Qualified, BRI and/or DS1 capable loops in some areas served by Loop facilities and/or transmission equipment that are not compatible with BRI and/or DS1 service.

Spectrum Management is the subject of a pending NPRM (First Report and Order Notice of Proposed Rulemaking, Deployment of Wireline Services Offering Advanced Telecommunications Capability – CC Docket Number 98147). The FCC has sought comments from all interested parties. USW will comply with Spectrum Management rules issued by the FCC and standards defined by the ANSI Standards Subcommittee T1E1.4.

8.2.4.2.4 Rhythms has four installation options available when ordering an Unbundled Loop. Depending upon the type of Loop ordered (analog or digital capable), the rates for the installation options will vary.

8.2.4.2.4.1 Basic Installation Option for Existing Service

The Basic Installation option may be ordered for existing (reuse) service only. For an existing USW or other Co-Provider end user changing to Rhythms, the Basic Installation option is a "lift and lay" procedure with no associated circuit testing. USW "lifts" the Loop from its current termination and "lays" it on a new termination connecting to Rhythms. USW will notify Rhythms when the work activity is complete.

8.2.4.2.4.2 Basic Installation with Performance Testing Option for New Service

The Basic Installation with Performance Testing option may be ordered for new service only. For new service that has not previously existed, USW will complete the circuit wiring per the WORD document and/or the service order. USW will perform the required performance tests to ensure the new circuit meets the required parameter

limits. The test results are recorded as benchmarks for future testing purposes. The test results are forwarded to Rhythms by USW.

#### 8.2.4.2.4.3 Coordinated Installation With Cooperative Testing Option

The Coordinated Installation with Cooperative Testing option may be ordered for new or existing service. For an existing USW or other Co-Provider end user changing to Rhythms, the Coordinated Installation option is a “lift and lay” procedure with cooperative testing. Rhythms has the option of designating a specific appointment time when the order is placed. If no appointment time is specified when the order is initiated, Rhythms will provide such information to USW at least 48 hours prior to the desired appointment time. At the appointment time, USW will “lift” the Loop from its current termination and “lay” it on its new termination connecting to Rhythms. USW will complete the required performance tests and perform other testing as requested by Rhythms. Testing requested by Rhythms that exceeds testing requirements contained in USW’s Technical Publication 77384 will be billed to Rhythms. Test results will be recorded as benchmarks for future testing and will be forwarded to Rhythms.

#### 8.2.4.2.4.4 Coordinated Installation Without Testing for Existing Service

Coordinated Installation without Testing may be ordered for 2-wire analog loop start or ground start unbundled Loops. For an existing USW or other Co-Provider end user changing to Rhythms, this option remains a “lift and lay” procedure, but offers Rhythms the ability to coordinate the conversion activity, allowing Rhythms’ end user to pre-plan for minimal service interruption. At Rhythms’ designated time, USW will contact Rhythms with notification that the work activity is beginning. If no appointment time is specified when the order is initiated, Rhythms will provide such information to USW at least 48 hours prior to the desired appointment time. At the appointment time, USW “lifts” the Loop from its current termination and “lays” it on its new termination connecting to Rhythms. Once the work has been completed USW will notify Rhythms that the “lift and lay” procedure has been completed.

#### 8.2.4.2.5 Multiplexing of the Unbundled Loop. Rhythms may order multiplexing for Unbundled Loops under the same multiplexing

provisions and pricing as provided in the UDIT Section of this Part 8.

- 8.2.4.2.6 Unbundled Loops are provided in accordance with the specifications, interfaces and parameters described in USW's Technical Publication 77384. USW's sole obligation is to provide and maintain Unbundled Loops in accordance with such specifications, interfaces and parameters. USW does not warrant that Unbundled Loops are compatible with any specific facilities or equipment or can be used for any particular purpose or service. Transmission characteristics may vary depending on the distance between Rhythms' end user and USW's end office and may vary due to characteristics inherent in the physical network. USW, in order to properly maintain and modernize the network, may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network interoperability require advance notice pursuant to the Notice of Changes Section of this Agreement.
- 8.2.4.2.7 If there is a conflict between an end user (and/or its respective agent) and Rhythms regarding the disconnection or provision of unbundled Loops, USW will honor the latest dated POA designating an agent by the end user or its respective agent.
- 8.2.4.2.8 Facilities and lines furnished by USW on the premises of Rhythms' end user up to and including the NID or equivalent are the property of USW. USW must have access to all such facilities for network management purposes. USW's employees and agents may enter said premises at any reasonable hour to test and inspect such facilities and lines in connection with such purposes or upon termination or cancellation of the unbundled Loop service to remove such facilities and lines.
- 8.2.4.2.9 Unbundled Loops include the facilities between USW distribution frame up to and including USW's NID located at Rhythms' end user premises. The connection between the distribution frame and Rhythms facilities is accomplished via a connection placed by Rhythms on the ICDF. The tie cables between Rhythms' Collocation, the ICDF and the USW distribution frame are established in conjunction with Rhythms' facility forecast.

#### 8.2.4.2.4.1 Basic Installation Option for Existing Service

The Basic Installation option may be ordered for existing (reuse) service only. For an existing USW or other Co-Provider end user changing to Rhythms, the Basic Installation option is a "lift and lay" procedure with no associated circuit testing. USW "lifts" the Loop from its

current termination and “lays” it on a new termination connecting to Rhythms. USW will notify Rhythms when the work activity is complete.

- 8.2.4.2.10 Rhythms will be responsible to submit to USW a disconnect order for an Unbundled Loop that is relinquished by the end user due to cessation of service. Absent a disconnect order, USW may reclaim the relinquished Unbundled Loop if required to provide telecommunication services to a new end user. The Unbundled Loop facility must be returned to USW in the same condition in which it was delivered.
- 8.2.4.2.11 In the event of transfer of the end user’s service from USW to Rhythms, USW will be responsible to submit a disconnect order.
- 8.2.4.2.12 In the event of transfer of the end user’s service from Rhythms to another Co-Provider, the new Co-Provider will issue a request for transfer of service, resulting in the appropriate disconnection and reconnection of service.

#### 8.2.4.3 Rate Elements

The following Unbundled Loop rate elements are contained in Part H of this Agreement.

- 8.2.4.3.1 Analog - 2 and 4 wire voice grade. Unbundled analog Loops are transmission paths capable of carrying analog voice frequency signals from the network interface (NI) on the end user’s premises to a USW Central Office Network Interface (CO-NI). Unbundled analog Loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. Such technologies are used singularly or in tandem in providing Loops. Direct Current (DC) continuity is not inherent in this service.
- 8.2.4.3.2 Non-Loaded - 2 and 4 wire non-loaded loops. Unbundled Non-Loaded Loops are transmission paths capable of carrying specifically line coded digital signals from the NI on an end user’s premises to a USW CO-NI. Unbundled Non-Loaded Loops use only metallic wire facilities. After these Loops are ordered and the design layout record is reviewed by Rhythms, it is Rhythms’ responsibility to determine if the Loop meets the technical parameters set forth by the specific digital service. Charges shall apply for unloading cable pairs in the event that non-loaded Loops are not available.
- 8.2.4.3.3 Digital Capable Loops - ADSL Qualified, Basic rate ISDN and DS1 Capable Loops. Unbundled digital Loops are transmission paths

capable of carrying specifically formatted and line coded digital signals from the NI on an end user's premises to a USW CO-NI. Unbundled digital Loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. USW will determine the specific transmission technology by which the Loop will be provided. Such technologies are used singularly or in tandem in providing service. DC continuity is not inherent in this service. Charges shall apply for conditioning of the digital capable loops, as requested by Rhythms, if necessary, as determined by USW.

- 8.2.4.3.4 Unbundled Loop recurring monthly rates.
- 8.2.4.3.5 Unbundled Loop non-recurring installation charges based on the installation option requested.
- 8.2.4.3.6 DS1 Regeneration recurring charge as described earlier in this Section.
- 8.2.4.3.7 Conditioning non-recurring charge as described earlier in this Section.
- 8.2.4.3.8 Basic Rate ISDN Extension Technology recurring charge as described earlier in this Section.

#### 8.2.4.4 Ordering Process

- 8.2.4.4.1 All Unbundled Loops are ordered via an LSR. Information on completing the LSR is contained in the Interconnect & Resale Resource Guide.
- 8.2.4.4.2 Prior to placing orders on behalf of the end user, Rhythms shall be responsible for obtaining and have in its possession POA as set forth in Part A of this Agreement.
- 8.2.4.4.3 The installation intervals for the Analog, Non-Loaded Loops and Digital Capable Loops are defined in USW's Interconnect & Resale Resource Guide. The interval will start when USW receives a complete and accurate Local Service Request (LSR). Refer to USW's Interconnect & Resale Resource Guide when ordering multiple Loops.
- 8.2.4.4.4 When ordering Unbundled Loops, Rhythms is responsible for obtaining or providing facilities and equipment that are compatible with the service.

- 8.2.4.4.5 When applicable, Rhythms will be responsible for providing battery and dial tone to its connection point two business days prior to the due date on the service order.
- 8.2.4.4.6 LSRs are processed through the Interconnect Service Center. Refer to USW's Interconnect & Resale Resource Guide for the appropriate cut-off times for order receipt.
- 8.2.4.4.7 Firm Order Confirmation (FOC) will be sent on all Unbundled Loop firm order requests. Refer to USW's Interconnect & Resale Resource Guide for the FOC interval.
- 8.2.4.4.8 USW will provide Design Layout Records (DLR) when requested on terms and conditions consistent with USW end users.
- 8.2.4.4.9 USW will provide jeopardy notification that is substantially similar to that provided to USW end users.
- 8.2.4.4.10 USW will provide completion notification that is substantially similar to that provided to USW end users.
- 8.2.4.4.11 Miscellaneous Charges may include Due Date Change Charges, Design Change Charges, Cancellation Charges, Additional Dispatch Charge, Expedite Order Charge, Additional Engineering, Installation Out of Hours, Maintenance of Service, Premises Work Charges, Additional Cooperative Testing, Non-Scheduled Testing, Automatic Scheduled Testing, Cooperative Scheduled Testing, Manual Testing, Manual Scheduled Testing. Rates are contained in the applicable state Tariff.

8.2.4.5 Maintenance and Repair

- 8.2.4.5.1 Rhythms is responsible for its own end user base and will have the responsibility for resolution of any service trouble report(s) from its end users. Rhythms will perform trouble isolation on the Unbundled Loop and any associated UNEs prior to reporting trouble to USW. USW will work cooperatively with Rhythms to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of USW's network. The Parties will cooperate in developing mutually acceptable test report standards. When the trouble is not in USW's network, Rhythms shall be charged maintenance charges in accordance with the applicable time and materials charges in USW's Tariff.
- 8.2.4.5.2 USW will perform tests to isolate the service trouble. If no trouble is found, USW will notify Rhythms. If the trouble is isolated to the Central Office, or a USW facility, USW will repair, without charge, as long as the trouble is not attributed to Rhythms' Collocation equipment, cabling, and/or cross connects. If the trouble is

attributed to Rhythms' Collocation equipment, cabling or cross connects, USW will notify Rhythms and charges will apply. If the trouble is on the end user's side of the NID, the trouble will be referred back to Rhythms and charges will apply for trouble isolation.

8.2.4.5.3 Rhythms will have responsibility for testing its equipment, network facilities and the Unbundled Loop facility. If USW performs tests of the Unbundled Loop facility at Rhythms' request, and the fault is not in USW facilities, a trouble isolation charge shall apply.

**3. Add to Appendix A the following:**

**ISDN AND ADSL RATES**

**Washington**

	<b>Recurring Charge</b>	<b>Nonrecurring Charge</b>
<b>1. Customer Transfer Charge (CTC)</b>		
The following nonrecurring charges apply when converting a USW account to a [Co-Provider] account or when changing an end user from one Co-Provider to another.		
- Product Specific Nonrecurring Charges: As set forth in USW tariffs, the product specific nonrecurring charges, without discount, will apply when additional lines or trunks are added or when the end user adds features or services to existing lines or trunks.		
<b>2. Unloading/Conditioning Charge</b>	N/A	\$ 590.94
- Basic rate ISDN capable Loop		
- Residential	\$ 11.33	\$26.04
- Business	\$ 11.33	\$40.32
- ADSL Qualified		
- Residential	\$ 11.33	\$26.04
- Business	\$ 11.33	\$40.32
<b>3. Local Switching</b>		
- BRI/ISDN Digital Line Port	\$ 17.13	
- First Port	N/A	\$ 277.13
- Each Additional Port	N/A	\$ 277.13
<b>4. Loop Installation Charges</b>		
- Basic Installation		
- First Analog Loop	N/A	\$40.32
- Each Additional Analog Loop (same location, same order)	N/A	\$40.32
<b>5. Basic Installation w/ Performance Testing</b>		
- First Loop	N/A	\$ 128.78
- Each additional Loop (same location, same order)	N/A	\$ 84.41
<b>6. Coordinated Installation w/ Cooperative Testing</b>		
- First Loop	N/A	\$ 182.84
- Each additional Loop (same location, same order)	N/A	\$ 138.48

	Recurring Charge	Nonrecurring Charge
<b>7. Coordinated Installation w/o Cooperative Testing</b>		
- First Loop	N/A	\$ 125.24
- Each additional Loop (same location, same order)	N/A	\$ 63.40

Except as modified by this Second Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

**Rhythms Links Inc.**

  
 \_\_\_\_\_  
 Authorized Signature

E H Geis  
 \_\_\_\_\_  
 Name Typed or Printed

Secretary  
 \_\_\_\_\_  
 Title

2/16/00  
 \_\_\_\_\_  
 Date

**U S WEST Communications, Inc.**

  
 \_\_\_\_\_  
 Authorized Signature

Elizabeth J. Stamp  
 \_\_\_\_\_  
 Name Typed or Printed

Director - Interconnect  
 \_\_\_\_\_  
 Title

2/18 /00  
 \_\_\_\_\_  
 Date