

**First Amendment to Interconnection Agreement  
Between  
TSS Digital Services, LLC  
and  
U S WEST Communications, Inc.**

This First Amendment ("First Amendment") is made and entered into by and between U S WEST Communications, Inc. ("USWC") and TSS Digital Services, LLC ("TSS").

**RECITALS**

USWC and Covad Communications Company ("Covad") entered into an Interconnection Agreement that was approved by the Washington Utilities and Transportation Commission ("Commission") on April 22, 1998 (the "Agreement"); and

USWC and Covad entered into a First Amendment to the Agreement that was approved by the Commission on September 30, 1998.

Now therefore, USWC and TSS wish to amend the Agreement under the terms and conditions contained herein.

**AGREEMENT**

In consideration of the mutual promises and advantages to the parties, the parties incorporate by reference and agree to the accuracy of the above recitals and further agree as follows:

**1. DESCRIPTION OF AMENDMENT AND MODIFICATIONS:**

This First Amendment is made in order to correct Section 7.5.1.4 of the Underlying Agreement, as follows:

Delete the following Section 7.5.1.4:

7.5.1.4 The SPOT frame will be the location where all USWC unbundled Network Elements and USWC's equipment are terminated. TSS may run jumpers on the SPOT frame to make connections in three basic types of configurations:

TSS unbundled Network Elements to TSS unbundled Network Elements  
TSS unbundled Network Elements to TSS' equipment  
TSS' equipment to another Co-Provider's equipment

Replace the above language with the following Section 7.5.1.4:

7.5.1.4 The SPOT frame will be the location where all USWC unbundled Network Elements and USWC's equipment are terminated. TSS may run jumpers on the SPOT frame to make connections in three basic types of configurations:

USWC unbundled Network Elements to USWC unbundled Network Elements  
USWC unbundled Network Elements to TSS' equipment  
TSS' equipment to another Co-Provider's equipment

**2. Effective Date.**

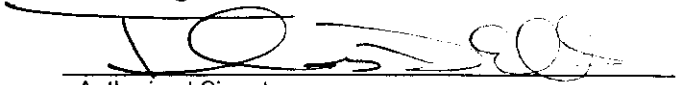
This First Amendment shall be deemed effective upon approval by the Washington Utilities and Transportation Commission.

**3. Further Amendments.**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this First Amendment may be further amended or altered except by written instrument executed by an authorized representative of both parties.

The parties intending to be legally bound have executed this First Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**TSS Digital Services, LLC**

  
Authorized Signature

Thomas D. Ellis

Name Typed or Printed

Managing Member

Title

May 26, 2000  
Date

**U S WEST Communications, Inc.**

  
Authorized Signature

Elizabeth J. Stamp

Name Typed or Printed

Director - Interconnect

Title

05/30/00  
Date