

**FIRST AMENDMENT TO
INTERCONNECTION AGREEMENT
By and Between
BELLSOUTH TELECOMMUNICATIONS, INC.
AND
ACI CORP.
DATED January 8, 1999**

Pursuant to this Agreement, (the "Amendment"), Rhythms Links Inc. f/k/a ACI Corp. and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between ACI Corp. and BellSouth dated January 8, 1999 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. ACI Corp. has changed the name of said business to Rhythms Links Inc., a Delaware corporation. The Interconnection Agreement is hereby amended to reflect the name change.
2. All of the other provisions of the Interconnection Agreement, dated January 8, 1999 shall remain in full force and effect.
3. Either or both of the Parties may submit this Amendment to each Public Service Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

Rhythms Links Inc.

By: Original on File

Name: Eric Geis

Title: Secretary

Date: 12/8/99

BellSouth Telecommunications, Inc.

By: Original on File

Name: Jerry Hendrix

Title: Senior Director-Interconnection Services

Date: 12/13/99

**AMENDMENT
TO THE
AGREEMENT BETWEEN
ACI CORP.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JANUARY 8, 1999**

Pursuant to this Agreement, (the "Amendment"), Rhythms Links Inc. f/k/a ACI Corp. ("Rhythms"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated January 8, 1999, (the "Interconnection Agreement").

WHEREAS, BellSouth and Rhythms entered into an Interconnection Agreement on January 8, 1999, 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, the Parties hereby covenant and agree as follows:

1. Point of Interconnection:

1.1 For the State of Florida only, Sections 3.4 and 3.5 of Attachment 4 of the Interconnection Agreement are deleted in their entirety and substituted in their place are the following new sections 3.4 and 3.5:

3.4 Demarcation Point. BellSouth will designate the point(s) of interconnection between Rhythms' equipment and/or network and BellSouth's network. Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. Rhythms shall be responsible for providing, and Rhythms' BellSouth Certified Vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to construction and provisioning interval requirements. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. Rhythms or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to the subsection following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At Rhythms' option, a Point of Termination (POT) bay or frame may be placed in the Collocation Space.

3.5 Rhythms' Equipment and Facilities. Rhythms, or if required by this Agreement, Rhythms' BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Rhythms. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections.

1.2 The Parties acknowledge (i) that Rhythms does not agree that either (a) BellSouth should designate the point(s) of interconnection between Rhythms' equipment and/or network and BellSouth's network or (b) for 2-wire and 4-wire connections to BellSouth's network, the demarcation point should be a common block on the BellSouth designated conventional distributing frame, (ii) that Rhythms believes that aforementioned requirements are not consistent with the Federal Communications Commission's (FCC) rules and orders, but (iii) that Rhythms (its disagreement notwithstanding) has nonetheless agreed to enter into this Amendment on an interim basis. Should the FCC or the Florida commission order the Parties to establish the demarcation point differently than that which is set forth herein, BellSouth and Rhythms will alter the collocation arrangements provided pursuant to this Amendment to conform with the FCC or Florida commission directive.

2. For all states for which the Interconnection Agreement applies, Sections 3.7, 5.9 and 9 of Attachment 4 of the Interconnection Agreement are deleted in their entirety and substituted in their place are new sections 3.7, 5.9 and 9, including the rates in Exhibit 1, Attachment A, as follows:

3.7 Access. Pursuant to Security and Safety requirements below, Rhythms shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Rhythms agrees to provide the name, social security number, and date of birth of each employee, contractor, or agents provided with Access Keys or cards ("Access Keys") prior to the issuance of said Access Keys. Rhythms must submit to BellSouth the completed Access Control Request Form (RF-2906-C) for all employees or agents requiring access to the BellSouth Central Office a minimum of 30 calendar days prior to the date Rhythms desires access to the Collocation Space. Access Keys shall not be duplicated under any circumstances. Rhythms agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Rhythms employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Rhythms or upon the termination of this Agreement or the termination of occupancy of an individual collocation arrangement.

Lost or Stolen Access Keys. Rhythms shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Rhythms will pay BellSouth \$250.00 per Access Key(s) lost or stolen. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key(s) or for failure to return an Access Key(s), Rhythms shall pay for all reasonable costs associated with the re-keying.

5.9 Security Escort. A security escort will be required whenever Rhythms or its approved agent desires access to the entrance manhole or must have access to the premises after one accompanied site visit allowed pursuant to Section 4.2.2 of the Interconnection Agreement prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed on one-half (1/2) hour increments according to Exhibit A of Attachment 4 of the Interconnection Agreement. This Section 5.9

shall only apply if the requirements of Sections 3.7 and 9 have not been met by Rhythms.

9. Security and Safety Requirements. Only BellSouth employees, BellSouth certified vendors and authorized employees, or authorized agents of Rhythms will be permitted in the BellSouth Central Office and in Rhythms' Collocation Space. Rhythms shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Central Office. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the Rhythms name. BellSouth reserves the right to remove from its premises any employee of Rhythms not possessing identification issued by Rhythms. Except in cases of BellSouth's gross negligence or willful misconduct, Rhythms shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

Rhythms will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Rhythms employee being considered for work on the BellSouth Central Office, for the states/counties where the Rhythms employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.

Rhythms will be required to administer to their personnel assigned to the BellSouth Central Office security training either provided by BellSouth, or meeting criteria defined by BellSouth.

Rhythms shall not assign to the BellSouth Central Office any personnel with records of felony criminal convictions. Rhythms shall not assign to the BellSouth Central Office any personnel with records of misdemeanor convictions, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Rhythms personnel who have been identified to have misdemeanor criminal convictions.

For each Rhythms employee requiring access to a BellSouth Central Office pursuant to this agreement, Rhythms shall furnish BellSouth, prior to an employee gaining such access, a notarized affidavit certifying that the aforementioned background check and security training were completed. The affidavit will contain a statement certifying no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Rhythms will disclose the nature of the convictions to BellSouth at that time.

At BellSouth's request, Rhythms shall promptly remove from the BellSouth's premises any employee of Rhythms BellSouth does not wish to grant access to its premises pursuant to any investigation conducted by BellSouth.

Notification to BellSouth. BST reserves the right to interview Rhythms' employees, agents, or contractors. Rhythms and its contractors shall cooperate

fully with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by or involving Rhythms' employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Rhythms for all reasonable costs associated with investigations involving its employees, agents, or contractors if it can be reasonably established that Rhythms' employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Rhythms for BellSouth property which is stolen or damaged where an investigation determines that Rhythms' employees, agents, or contractors are culpable for such theft or damage. Rhythms shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. BellSouth reserves the right to permanently remove from its premises any employee of Rhythms identified as posing a security risk to BellSouth or any other CLEC, or having violated BellSouth policies set forth in the BellSouth CLEC Security Training. Rhythms shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

Use of BellSouth Supplies by Rhythms Employees. Use of any BellSouth supplies by a Rhythms employee, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be considered theft and will be handled accordingly. Costs associated with such unauthorized use of BellSouth property may be charged to Rhythms as may be all associated investigative costs. At BellSouth's request, Rhythms shall promptly and permanently remove from BellSouth's Central Office any employee of Rhythms found to be in violation of this rule.

Use of Official Lines by Rhythms Employees. Except for local calls necessary in the performance of their work, Rhythms employees shall not use the telephones on BellSouth Central Office. Charges for unauthorized telephone calls made by a Rhythms' employees may be charged to Rhythms as may be all associated investigative costs. At BellSouth's request, Rhythms shall promptly and permanently remove from BellSouth's premises any employee of Rhythms found to be in violation of this rule.

Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of any CLEC for the improper actions of its employees.

3. The Parties agree that this Amendment shall not be offered by either Party in any regulatory, judicial, or governmental proceeding as evidence of any concession or as a waiver of any position taken by the other Party in said proceeding(s).

4. Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Interconnection Agreement.

5. This Amendment shall have an effective date of December 13, 1999.

6. All of the other provisions of the Agreement, dated January 8, 1999, shall remain in full force and effect.

7. Either or both of the Parties may submit this Amendment to the appropriate Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

Rhythms Links Inc.

By: ___Original on File_____

Name: ___Eric H. Geis_____

Title: ___Secretary_____

Date: ___12/8/99_____

Date: ___12/13/99_____

BellSouth Telecommunications, Inc.

By: ___Original on File_____

Name: ___Jerry Hendrix_____

Title: ___Senior Director_____

EXHIBIT 1
Attachment A

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1A1	Security Access System Security system*	Per Central Office	\$52.00	
	New Access Card Activation*	Per Card		\$55.00
	Administrative change, existing card*	Per Card		\$35.00
	Replace lost or stolen card*	Per Card		\$250.00

Rate “True-Up.” The Parties agree that the prices reflected as interim herein shall be “trued-up” (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the Commission. Under the “true-up” process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service (“Total Interim Price”). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due (“Total Final Price”). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, Rhythms shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Rhythms. Each party shall keep its own records upon which a “true-up” can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such “true-up,” the Parties agree that the Commission shall be called upon to resolve such differences.