

AMENDMENT 11
TO THE
TELECOMMUNICATIONS SERVICES AGREEMENT
BETWEEN
VERIZON GLOBAL NETWORKS INC.
AND
UUNET

RECEIVED
RECORDS MANAGEMENT
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STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

This Amendment 11 to the Telecommunications Services Agreement (Contract No. TSA010302-1) (Agreement) by and between MCI WorldCom Network Services, Inc. d/b/a UUNET, a Delaware corporation, with offices at 6929 N. Lakewood Avenue, Tulsa, Oklahoma 74117 ("Provider"), and Verizon Services Organization Inc., a Delaware corporation, with offices at 6665 N. MacArthur Boulevard, Irving, Texas 75039 ("Customer") shall be effective on the date set forth below.

The Frame Relay service description and pricing set forth in this Amendment 11 combines the network capabilities of two (2) standalone Provider Frame Relay networks; the legacy WorldCom network (Option 1) and the legacy Intermedia network (Option 5). Provider has determined that all Option 5 network capabilities and features utilized by Customer today, particularly Network-to-Network Interface (NNI), ViewSpanSM, and Network Management Statistical Service (NMSS) shall be added to the Option 1 network and that the Option 5 network will be subsequently discontinued. Provider assures Customer that no services shall be migrated or otherwise affected without appropriate Customer scheduling.

1. EFFECTIVE DATE

This Amendment 11 shall be effective as of December 1, 2003. In order to reflect any pricing differential due Customer attributable to the new rates described in this Amendment 11 as of August 1, 2003, Provider agrees to give Customer a one-time stipulated credit of [\$ REDACTED] (the "Credit"). Customer acknowledges that the Credit is in full satisfaction of any re-rate that may be due Customer for services provided prior to December 1, 2003.

2. AGREEMENT MODIFICATION

- 2.1 Exhibit B, ADD a new Section 14, DOMESTIC AND INTERNATIONAL FRAME RELAY SERVICE – ENHANCED SERVICE LEVEL GUARANTEES to Exhibit B beginning on page B-22E as set forth in **Attachment 1** to this Amendment.
- 2.2 Exhibit B, ADD a new Attachment B-3, NETWORK TRANSIT DELAY MATRIX as set forth in **Attachment 2** of this Amendment.
- 2.3 Exhibit C, REPLACE Section 23 in its entirety as set forth in **Attachment 3** to this Amendment.
- 2.4 Exhibit C, REPLACE Section 27 in its entirety as set forth in **Attachment 4** to this Amendment.
- 2.5 Exhibit C, REPLACE **Attachment C-8** in its entirety as set forth in **Attachment 5** to this Amendment.

2.6 Exhibit C, REPLACE the language and tables in Attachment C-9 in its entirety as follows:

"Upon request by Customer, Provider shall provide pricing to Customer on an Individual Case Basis."

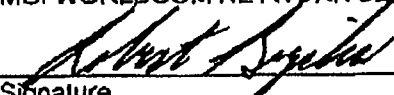
3. OTHER TERMS AND CONDITIONS

Except as specifically amended herein, the terms and conditions of the Agreement, including any Amendments thereto, shall remain in full force and effect during the term of the Agreement.

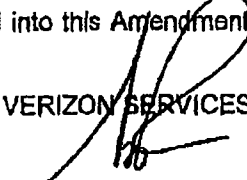
IN WITNESS WHEREOF the parties have entered into this Amendment 11 as of the date set forth above.

MCI WORLDWIDE NETWORK SERVICES, INC

VERIZON SERVICES ORGANIZATION INC.



Signature



Signature

Robert A. Brejcha

Print Name

Scott C. Pierce

Print Name

Vice President

Title

Executive Director
Alliance Management

Title

October 16, 2003

Date

10/21/03

Date

ATTACHMENT 1

**ADD A NEW SECTION 14, DOMESTIC AND INTERNATIONAL FRAME RELAY SERVICE -
ENHANCED SERVICE LEVEL GUARANTEES TO EXHIBIT B**

**(REPLACE AND ADD PAGES B-22E (SEE AMENDMENT 8), B-22F, B-22G, B-
22H, B-22i AND B-22J)**

- 13.6.6 Service Outages caused by a local exchange carrier where the local access service was not provided by Provider.
- 13.6.7 Any act or omission on the part of Customer, its contractors, agents or vendors, including any refusal to release the circuit to Provider for maintenance, testing or repair.
- 13.6.8 Provider or its agents not being afforded access to the premises where the access lines associated with Customer's service originate or terminate.
- 13.6.9 Customer's use of services in an unauthorized or unlawful manner.
- 13.6.10 Provider disconnects or suspends Service based on Customer's nonpayment.
- 13.6.11 Customer submits an incorrect Service Order.

14. DOMESTIC AND INTERNATIONAL FRAME RELAY SERVICE - ENHANCED SERVICE LEVEL GUARANTEES

14.1 DEFINITIONS

For purposes of this Exhibit the following definitions will apply:

14.1.1 "**Network Availability**" is the total number of minutes in a billing month during which network PVC routes and associated ports are available to exchange data between two network infrastructure node end points, divided by the total number of minutes in a billing month.

$$1 - \frac{\text{Total minutes of PVC unavailability per billing month}}{\text{Total number of PVCs} \times \text{number of days per billing month} \times 24\text{hrs} \times 60 \text{ minutes}}$$

PVC origination and termination determines the guarantee. For example, if the PVC originates or terminates in London then the International guarantee applies. PVC unavailability is the sum of PVC downtime of all affected PVCs during that billing period; total number of PVCs is the number of Customer PVCs on the specified Network ID at the time of the SLG verification.

(i) **End-to-End Network Availability** for User-to-User Network Interface (UNI) and Private Network-to-Network Interface (NNI) service is defined as the availability of a specific PVC route including the Provider Frame Relay network infrastructure ingress port to infrastructure egress port and the local access.

(ii) **End-to-End Network Availability** for Public Network-to-Network Interface (NNI) service is defined as the availability of a specific PVC route including the Provider Frame Relay network infrastructure ports to the Public NNI ports.

14.1.2 "**Network Outage**" is an unscheduled period in which Frame Relay Service is interrupted and not usable, measured by UAS (Unavailable

Seconds) as defined in American National Standards Institute (ANSI) T1.231. A Network Outage will commence when the Customer reports a Network Outage to Provider via a Trouble Ticket and will end when the affected Frame Relay Service is restored. If the Customer fails to initiate a Trouble Ticket with Provider, or does not release the circuit to Provider for testing, Provider will not be obligated to issue credits for the Network Outage.

- 14.1.3 **"Mean Time to Repair" or "MTTR"** is the average time to repair a Network Outage. The length of all Network Outages related to Customer is totaled at the end of the billing month and is divided by the total number of Trouble Tickets opened by Customer for that billing month.

$$\frac{\text{Cumulative length of Network Outages}}{\text{Total number of Trouble Tickets per billing month}}$$

- (i) **"On-net End-to-End MTTR"** is the average time to restore service during a Network Outage, commencing on the date and time the Customer informs Provider of a network outage (i.e., opening a trouble ticket) and ending on the date and time Service is restored and includes only facilities completely owned by Provider from end to end.
- (ii) **"Off net End-to-End MTTR"** is the average time to restore service during a Network Outage, commencing on the date and time the Customer informs Provider of a network outage (i.e., opening a trouble ticket) and ending on the date and time Service is restored and includes Type 2 and Type 3 access loops which Provider does not own.

- 14.1.4 **"Network Transit Delay" or "NTD"** is the round trip delay between the Provider origination infrastructure port (Point A) and the Provider destination infrastructure port (Point B). NTD is the period of time that elapses between (i) the transmission of the "ping" packet from the origination infrastructure port, and (ii) the receipt of the "ping" packet by the destination infrastructure port, in both directions of a PVC. NTD is calculated as follows:

$$\text{(Point A to Point B NTD } t_1 - t_2) + \text{(Point B to Point A NTD } = t_1 - t_2)$$

t_1 = time in milliseconds when a frame leaves the ingress reference point (i.e., frame exit event)

t_2 = time in milliseconds when a frame arrives at the egress queue output reference point (i.e., frame entry event)

NTD is considered Service Restoration Priority 2. Customer conducted ping test usually runs from router to router and, therefore, includes the local access portion. Customer may complete ping test prior to opening a trouble ticket. Provider reserves the right to use Customer's ping test as a benchmark for its repair.

- 14.1.5 **"Data Delivery Ratio" or "DDR"** is defined as the percentage of payload frames (without the address field or frame check sequence (FCS)), successfully received at the ingress user network interface (UNI) through

to the egress UNI. DDR applies to one direction of the simplex PVC. DDR reports the network's effectiveness in transporting offered data (payload without address field or FCS-error checking information) in one direction of a single PVC. The DDR is a ratio of successful payload octets received at the ingress UNI to attempted payload octets transmitted through the egress UNI. DDR is considered Service Restoration Priority 2. DDR is calculated as the number of all data payload octets within the CIR that are successfully delivered divided by the total number of all data payload octets sent and marked within the CIR by the Provider Frame Relay network. This measurement domain is Edge-to-Edge Egress Queue. DDR per billing month is calculated as follows:

$$\frac{\text{Data Delivered per PVC}}{\text{Data Offered per PVC}}$$

14.1.6 "**Trouble Ticket**" is the official method used by the Customer to advise Provider of a potential Network Outage.

14.1.7 "**Outage Notification**" shall be offered to Customer by Provider as a performance objective, and not an SLG. Provider will notify Customer within sixty (60) minutes after the LMI (Link Management) has been lost for at least ten (10) consecutive minutes. Provider's objective is to provide notifications within the applicable specified time period for ninety percent (90%) of the qualified incidents over a given month.

14.1.8 "**Outage Classifications**" is defined as the priority as it relates to the severity of the Service Outage.

Priority	Outage Type	Criteria	Failure to Meet
Priority 1	Hard Outage	<ul style="list-style-type: none"> Total loss of Frame Relay Service Degraded Frame Relay Service (Frame Relay Service is degraded; Customer is unable to use it and is prepared to release it for immediate testing) 	Network Availability Or MTTR
Priority 2	Soft Outage	<ul style="list-style-type: none"> Degraded Frame Relay Service (Frame Relay Service is degraded; Customer is able to use it and is not prepared to release it for immediate testing) 	NTD Or DDR
Priority 3		<ul style="list-style-type: none"> Non-service affecting (a single non-Circuit specific quality of service inquiry) 	

14.2 **SERVICE LEVEL GUARANTEES.** Provider offers "Network Availability", "Mean Time to Repair (MTTR)" and "Network Transit Delay (NTD)" Service Level Guarantees ("SLGs") as further described below. The SLGs offered hereunder are available only with respect to (i) Domestic Frame Relay (including High Speed access types), (ii) Domestic Metro Frame Relay (including High Speed access types), and

(iii) International Frame Relay services (for U.S. Customers only). In order to be eligible for the SLGs, Customers Frame Relay Term must be at least one (1) year and Customer must have five (5) or more Frame Relay nodes installed and billing.

14.2.1 Network Availability and MTTR

Service Level Guarantee	Performance Standard		
		International	
	U.S. Domestic	Global Tier A*	Global Tier B*
End-to-End Network Availability	99.90%	99.90%	99.90%
On-net End-to-End MTTR	4 Hours	4 Hours	4 Hours
Off-net End-to-End MTTR	4 Hours	5 Hours	8 Hours

* Global Tier A countries are described below. Global Tier B countries will be any Provider On-Net country excluding U.S. Domestic and Global Tier A countries.

GLOBAL TIER A COUNTRIES		
Australia	German	Norway
Austria	Hong Kong, China	Singapore
Belgium	Ireland	South Korea
Canada	Italy	Spain
Denmark	Japan	Sweden
Finland	Luxembourg	Switzerland
France	Netherlands	United Kingdom

14.2.2 Network Transit Delay. The NTD SLG for round trip transport originating and terminating within the U.S. domestic region is 100 milliseconds. The NTD SLG for locations outside of the U.S. contiguous 48 states is described on **Attachment B-3**. External factors that may cause delay (including without limitation, access serialization delay and access link congestion) are excluded from the measurement. Customer is required to open a Trouble Ticket if Provider as soon as the NTD SLG is not being met. If the NTD SLG is not being met Provider will have thirty (30) calendar days to address such non-compliance and close the applicable Trouble Ticket without penalty.

14.2.3 Data Delivery Ratio. The DDR is a performance objective only and Customer will not be entitled to any credits if such objective is not met. Provider's Domestic U.S., DDR SLG objective is 99.99%, and Provider's Global Tier A and Global Tier B DDR SLG objective is 99.90%.

14.3 CREDITS

14.3.1 In order to receive a credit based on a SLG, the Customer must (i) immediately report a Network Outage to the Customer Service Center shown below and open a Trouble Ticket, and (ii) make a request for a

SLG credit in writing within thirty (30) days following the Service period in question. Upon receipt of Customer's request, Provider will investigate the claim and determine SLG compliance or non-compliance. Provider will utilize the previous month's data if available or monitor the SLGs in the following month.

International Customer Service Center
Tulsa, Oklahoma
(800) 828-4984

When contacting Provider for SLG verification, Customer must have a log for the billing month reflecting the following information concerning each Network Outage:

- (i) Ticket ID number
- (ii) Date and time of Trouble Ticket was opened and Service restored
- (iii) Circuit/PVC ID(s) for the corresponding Network Outage
- (iv) Number of impacted PVCs

14.3.2 Customer must choose the SLG (i.e., Network Availability, MTTR or NTD) to be verified when seeking non-compliance. In the event Provider is negligent of more than one SLG (i.e., a Network Availability guarantee (on-net or off-net), and/or a MTTR guarantee (on-net or off-net), and/or a NTD guarantee), Customer will only receive noncompliance credits for one of the missed SLGs.

14.3.3 The non-compliance credit structure is based on monthly billing calculations. For any billing month in which Provider fails to meet any one of the SLGs described herein, the following credit structure will be applied to the net Monthly Recurring Charges (MRC) across Customer's domestic port(s) and PVC(s) affected by the Network Outage(s). Credits do not apply to local access or backhaul charges.

- (i) Hard Outage

Month of SLG Non-compliance (consecutive)	Frame Relay Credit Structure* (% of affected Port & PVC MRC)
1 st	25%
2 nd	50%
3 rd	100%
After 3 rd month	100% or Customer may terminate affected port and PVC upon written notice to Provider

*Credits will be applied within two billing cycles of SLG non-compliance

(ii) Soft Outage

Month of SLG Non-compliance (consecutive)	Frame Relay Credit Structure* (% of affected Port & PVC MRC)
1 st	0%
2 nd	20%
3 rd	20%
After 3 rd month	20% or Customer may terminate affected port and PVC upon written notice to Provider

* Credits will be applied within two billing cycles of SLG non-compliance

As Network Availability and MTTR are different ways of measuring potentially the same interruption, Provider will issue a credit for the method resulting in the greater credit. Provider will only issue a credit for one performance standard on the same port and PVC within the same month. When Provider meets the performance standard not met in the previous month(s), application of the credit structure will be reset.

14.4 OTHER TERMS AND CONDITIONS

14.4.1 Network Outages caused by force majeure events as defined in the DSA are not eligible for credits hereunder and are not included in determining if Provider has met the appropriate performance standards.

14.4.2 Any equipment over which the customer exercises control, such as CPE, is excluded from SLGs.

14.4.3 Major network failures affecting the entire Provider network will be handled on an individual case basis as determined by Provider. Any resolution will be applied in a nondiscriminatory manner.

14.4.4 The SLGs described herein only apply to Network Outages. Degradation of Service (e.g., slow data transmission) is not covered by this Addendum.

14.4.5 In the event Provider fails to comply with multiple SLGs in a given monthly period, Customer will only receive a credit for one SLG for such month.

14.4.6 This Section does not apply to a Frame Relay Extension (FRE) (i.e., Frame Relay site supported through a network-to-network interface (NNI)).

ATTACHMENT 2

ADD A NEW ATTACHMENT B-3, NETWORK TRANSIT DELAY MATRIX TO EXHIBIT B

(ADD PAGES B-31 TO B-38)

ATTACHMENT B-3

NETWORK TRANSIT DELAY MATRIX

1. HAWAII TO/FROM COUNTRIES LISTED

COUNTRY	ROUND TRIP NTD
ARGENTINA	334
AUSTRALIA	352
AUSTRIA	306
BELGIUM	283
BRAZIL	291
CANADA	195
CHILE	351
CHINA	323
COLOMBIA	200
CZECH REPUBLIC	301
DENMARK	295
FINLAND	321
FRANCE	307
GERMANY	305
GREECE	340
GUAM	228
HAWAII, U.S.	20
HUNGARY	317
INDIA	370
INDONESIA	306
IRELAND	287
ISRAEL	362
ITALY	309
JAPAN	226

COUNTRY	ROUND TRIP NTD
LUXEMBOURG	290
MALAYSIA	299
MEXICO	141
NETHERLANDS	282
NEW ZEALAND	255
NORWAY	309
PANAMA	215
PERU	289
PHILIPPINES	262
POLAND	316
PORTUGAL	323
PUERTO RICO	237
RU.S.SIA	337
SINGAPORE	296
SOUTH KOREA	222
SPAIN	306
SWEDEN	308
SWITZERLAND	318
TAIWAN	247
THAILAND	303
UNITED KINGDOM	291
UNITED STATES	198
VENEZUELA	203

2. MATRIX FOR COUNTRY PAIRS (excluding U.S. - U.S.) [Note: U.S. = 48 contiguous United States. Hawaii is covered in Section 1 above. Alaska is a FRE site and, therefore, excluded from the Enhanced Frame SLA.]

COUNTRY NAME	CODE	AR	AS	AU	BE	BR	CA	CI	CN	CO	CZ	DA	FI
ARGENTINA	AR	20	536	328	272	44	302	28	511	259	322	316	343
AUSTRALIA	AS	536	110	514	332	493	416	553	278	402	508	446	529

COUNTRY NAME	CODE	AR	AS	AU	BE	BR	CA	CI	CN	CO	CZ	DA	FI
AUSTRIA	AU	328	514	20	28	284	261	345	390	240	43	51	78
BELGIUM	BE	272	332	28	20	233	238	322	461	216	36	39	65
BRAZIL	BR	44	493	284	233	20	221	72	467	215	279	273	299
CANADA	CA	302	416	261	238	221	144	226	298	138	256	249	276
CHILE	CI	28	553	345	322	72	226	20	528	240	340	334	360
CHINA	CN	511	278	390	461	467	298	528	70	376	479	436	499
COLOMBIA	CO	259	402	240	216	215	138	240	376	20	234	229	255
CZECH REPUBLIC	CZ	322	508	43	36	279	256	340	479	234	20	46	72
DENMARK	DA	316	446	51	39	273	249	334	436	229	46	20	28
FINLAND	FI	343	529	78	65	299	276	360	499	255	72	28	20
FRANCE	FR	329	407	29	28	286	262	346	371	241	52	59	85
GERMANY	DE	296	418	29	17	284	226	344	378	226	34	56	78
GREECE	GR	361	547	99	94	318	294	379	518	274	97	91	118
GUAM	GU	422	256	390	366	379	292	440	163	284	384	378	405
HUNGARY	HU	338	524	17	46	295	272	356	495	250	31	62	89
INDIA	IN	558	325	532	509	515	434	576	184	424	526	520	547
INDONESIA	ID	494	246	467	444	450	370	511	96	359	462	456	482
IRELAND	IE	309	402	58	19	265	242	326	465	220	65	64	69
ISRAEL	IL	384	569	127	103	340	317	401	540	295	125	119	145
ITALY	IT	331	450	27	32	249	264	348	386	243	37	59	87
JAPAN	JP	414	229	387	253	354	289	431	81	279	382	341	402
LUXEMBOURG	LU	312	498	49	10	269	245	330	468	224	43	37	64
MALAYSIA	MY	487	227	461	380	444	369	505	83	353	456	420	476
MEXICO	MX	235	300	225	201	221	150	199	318	132	232	249	240
NETHERLANDS	NL	304	404	27	22	244	237	321	361	216	41	42	65
NEW ZEALAND	NZ	424	64	402	379	381	305	441	246	290	397	391	417
NORWAY	NO	331	516	66	44	287	264	348	487	243	60	28	30
PANAMA	PA	192	417	210	186	148	184	219	392	104	204	198	225
PERU	PE	87	491	282	259	152	257	66	465	177	277	271	297
PHILIPPINES	RP	450	231	424	400	406	403	467	87	316	418	412	439
POLAND	PL	337	523	49	51	294	270	355	494	250	52	61	87
PORTUGAL	PT	345	531	87	64	302	278	362	501	257	89	82	106

COUNTRY NAME	CODE	AR	AS	AU	BE	BR	CA	CI	CN	CO	CZ	DA	FI
PUERTO RICO	PR	216	443	221	197	172	188	233	417	128	215	209	236
RUSSIA	RU	359	544	94	78	315	292	376	515	270	88	45	49
SINGAPORE	SG	491	250	458	364	448	348	509	66	357	453	446	473
SOUTH KOREA	KR	416	264	384	360	373	286	434	114	278	378	372	399
SPAIN	ES	299	514	76	51	285	261	345	484	240	72	108	89
SWEDEN	SE	330	455	60	40	286	263	347	411	242	67	20	32
SWITZERLAND	CH	340	421	48	46	273	273	357	434	252	36	69	93
TAIWAN	TW	435	289	409	385	391	312	452	36	307	403	397	424
THAILAND	TH	491	220	464	441	447	367	508	51	357	459	453	479
UNITED KINGDOM	UK	313	477	38	11	234	179	330	358	225	57	51	74
U.S.	U.S.	249	300	261	190	221	149	263	294	161	232	252	278
VENEZUELA	VE	157	405	214	191	178	172	187	379	115	209	203	230
		AR	AS	AU	BE	BR	CA	CI	CN	CO	CZ	DA	FI

COUNTRY NAME	CODE	FR	DE	GR	GU	HU	IN	ID	IE	IL	IT	JP	LU
ARGENTINA	AR	329	296	361	422	338	558	494	309	384	331	414	312
AUSTRALIA	AS	407	418	547	256	524	325	246	402	569	450	229	498
AUSTRIA	AU	29	29	99	390	17	532	467	58	127	27	387	49
BELGIUM	BE	28	17	94	366	46	509	444	19	103	32	253	10
BRAZIL	BR	286	284	318	379	295	515	450	265	340	249	354	269
CANADA	CA	262	226	294	292	272	434	370	242	317	264	289	245
CHILE	CI	346	344	379	440	356	576	511	326	401	348	431	330
CHINA	CN	371	378	518	163	495	184	96	465	540	386	81	468
COLOMBIA	CO	241	226	274	284	250	424	359	220	295	243	279	224
CZECH REPUBLIC	CZ	52	34	97	384	31	526	462	65	125	37	382	43
DENMARK	DA	59	56	91	378	62	520	456	64	119	59	341	37
FINLAND	FI	85	78	118	405	89	547	482	69	145	87	402	64
FRANCE	FR	25	69	65	391	49	533	469	53	108	27	389	56
GERMANY	DE	69	39	147	389	42	531	453	57	130	37	334	48
GREECE	GR	65	147	20	423	104	565	501	84	141	83	421	88
GUAM	GU	391	389	423	20	400	210	138	370	445	393	93	374
HUNGARY	HU	49	42	104	400	20	542	478	78	132	46	398	59

COUNTRY NAME	CODE	FR	DE	GR	GU	HU	IN	ID	IE	IL	IT	JP	LU
INDIA	IN	533	531	565	210	542	20	173	513	588	535	182	516
INDONESIA	ID	469	453	501	138	478	173	20	448	523	471	111	452
IRELAND	IE	53	57	84	370	78	513	448	20	107	54	368	35
ISRAEL	IL	108	130	141	445	132	588	523	107	20	110	403	110
ITALY	IT	27	37	83	393	46	535	471	54	110	20	349	58
JAPAN	JP	389	334	421	93	398	182	111	368	403	349	20	372
LUXEMBOURG	LU	56	48	88	374	59	516	452	35	110	58	372	20
MALAYSIA	MY	462	420	494	139	472	161	30	442	517	417	134	445
MEXICO	MX	259	226	258	232	235	366	338	206	280	230	222	210
NETHERLANDS	NL	29	52	133	366	54	508	444	28	99	19	315	31
NEW ZEALAND	NZ	352	402	436	206	413	275	161	383	458	405	255	387
NORWAY	NO	73	65	105	392	76	535	470	61	133	75	390	52
PANAMA	PA	211	209	243	300	220	439	375	190	265	212	295	194
PERU	PE	283	281	316	377	293	513	448	263	338	285	368	267
PHILIPPINES	RP	425	410	457	94	434	138	60	378	479	427	67	408
POLAND	PL	80	52	112	399	54	541	477	67	140	59	397	58
PORTUGAL	PT	67	98	110	407	91	549	485	92	137	55	405	72
PUERTO RICO	PR	222	220	254	324	231	465	400	201	276	224	320	205
RUSSIA	RU	122	147	133	420	104	563	498	88	161	103	418	80
SINGAPORE	SG	425	420	491	136	469	163	27	421	514	386	109	442
SOUTH KOREA	KR	360	383	417	65	394	154	168	364	439	387	67	368
SPAIN	ES	58	72	93	390	74	532	468	72	120	58	388	55
SWEDEN	SE	52	50	167	392	76	534	469	64	132	49	350	51
SWITZERLAND	CH	33	60	91	402	38	544	479	59	132	26	357	66
TAIWAN	TW	360	408	442	79	419	133	114	390	464	350	83	393
THAILAND	TH	466	424	498	143	475	165	44	445	520	468	116	449
UNITED KINGDOM	UK	39	40	94	375	71	517	419	37	111	43	301	40
U.S.	U.S.	265	226	294	197	166	422	338	187	268	230	218	245
VENEZUELA	VE	216	213	248	287	225	427	362	195	270	217	282	199
		FR	DE	GR	GU	HU	IN	ID	IE	IL	IT	JP	LU

COUNTRY NAME	CODE	MY	MX	NL	NZ	NO	PA	PE	PH	PL	PT	PR	RU
ARGENTINA	AR	487	235	304	424	331	192	87	450	337	345	216	359
AUSTRALIA	AS	227	300	404	64	516	417	491	231	523	531	443	544
AUSTRIA	AU	461	225	27	402	66	210	282	424	49	87	221	94
BELGIUM	BE	380	201	22	379	44	186	259	400	51	64	197	78
BRAZIL	BR	444	221	244	381	287	148	152	406	294	302	172	315
CANADA	CA	369	150	237	305	264	184	257	403	270	278	188	292
CHILE	CI	505	199	321	441	348	219	66	467	355	362	233	376
CHINA	CN	83	318	361	246	487	392	465	87	494	501	417	515
COLOMBIA	CO	353	132	216	290	243	104	177	316	250	257	128	270
CZECH REPUBLIC	CZ	456	232	41	397	60	204	277	418	52	89	215	88
DENMARK	DA	420	249	42	391	28	198	271	412	61	82	209	45
FINLAND	F1	476	240	65	417	30	225	297	439	87	106	236	49
FRANCE	FR	462	259	29	352	73	211	283	425	80	67	222	122
GERMANY	DE	420	226	52	402	65	209	281	410	52	98	220	147
GREECE	GR	494	258	133	436	105	243	316	457	112	110	254	133
GUAM	GU	139	232	366	206	392	300	377	94	399	407	324	420
HUNGARY	HU	472	235	54	413	76	220	293	434	54	91	231	104
INDIA	IN	161	366	508	275	535	439	513	138	541	549	465	563
INDONESIA	ID	30	338	444	161	470	375	448	60	477	485	400	498
IRELAND	IE	442	206	28	383	61	190	263	378	67	92	201	88
ISRAEL	IL	517	280	99	458	133	265	338	479	140	137	276	161
ITALY	IT	417	230	19	405	75	212	285	427	59	55	224	103
JAPAN	JP	134	222	315	255	390	295	368	67	397	405	320	418
LUXEMBOURG	LU	445	210	31	387	52	194	267	408	58	72	205	80
MALAYSIA	MY	20	337	413	155	464	369	442	70	470	478	394	492
MEXICO	MX	337	23	237	263	228	112	253	304	235	242	135	255
NETHERLANDS	NL	413	237	23	379	60	186	259	400	63	79	197	113
NEW ZEALAND	NZ	155	263	379	20	405	305	378	181	412	420	331	433
NORWAY	NO	464	228	60	405	20	213	285	427	75	97	224	50
PANAMA	PA	369	112	186	305	213	20	146	331	219	227	139	240
PERU	PE	442	253	259	378	285	146	20	404	292	299	170	313

COUNTRY NAME	CODE	MY	MX	NL	NZ	NO	PA	PE	PH	PL	PT	PR	RU
PHILIPPINES	RP	70	304	400	181	427	331	404	20	433	441	357	454
POLAND	PL	470	235	63	412	75	219	292	433	20	104	230	103
PORTUGAL	PT	478	242	79	420	97	227	299	441	104	20	238	125
PUERTO RICO	PR	394	135	197	331	224	139	170	357	230	238	20	251
RUSSIA	RU	492	255	113	433	50	240	313	454	103	125	251	20
SINGAPORE	SG	21	338	420	144	461	372	446	77	467	475	398	489
SOUTH KOREA	KR	177	270	360	186	386	294	371	60	393	401	318	414
SPAIN	ES	461	225	53	403	80	209	282	424	87	20	221	108
SWEDEN	SE	463	263	45	404	21	212	284	426	74	92	223	51
SWITZERLAND	CH	473	249	47	414	80	222	294	436	77	64	233	167
TAIWAN	TW	111	283	324	176	412	316	389	70	418	426	342	439
THAILAND	TH	66	299	412	170	467	372	445	69	474	482	398	495
UNITED KINGDOM	UK	410	190	18	335	75	194	267	377	71	72	205	93
U.S.	U.S.	347	148	237	263	263	183	260	304	271	278	162	193
VENEZUELA	VE	356	165	191	293	217	100	151	319	224	231	102	245
		MY	MX	NL	NZ	NO	PA	PE	PH	PL	PT	PR	RU

COUNTRY NAME	CODE	SG	KR	ES	SE	CH	TW	TH	UK	U.S.	VE
ARGENTINA	AR	491	416	299	330	340	435	491	313	249	157
AUSTRALIA	AS	250	264	514	455	421	289	220	477	300	405
AUSTRIA	AU	458	384	76	60	48	409	464	38	261	214
BELGIUM	BE	364	360	51	40	46	385	441	11	190	191
BRAZIL	BR	448	373	285	286	273	391	447	234	221	178
CANADA	CA	348	286	261	263	273	312	367	179	149	142
CHILE	CI	509	434	345	347	357	452	508	330	263	187
CHINA	CN	66	114	484	411	434	36	51	358	294	379
COLOMBIA	CO	357	278	240	242	252	307	357	225	161	115
CZECH REPUBLIC	CZ	453	378	72	67	36	403	459	57	232	209
DENMARK	DA	446	372	108	20	69	397	453	51	252	203
FINLAND	FI	473	399	89	32	93	424	479	74	279	230
FRANCE	FR	425	360	58	52	33	360	466	39	265	216

COUNTRY NAME	CODE	SG	KR	ES	SE	CH	TW	TH	UK	U.S.	VE
GERMANY	DE	420	383	72	50	60	408	424	40	226	213
GREECE	GR	491	417	93	167	91	442	498	94	294	248
GUAM	GU	136	65	390	392	402	79	143	375	197	287
HUNGARY	U	469	394	74	76	38	419	475	71	166	225
INDIA	IN	163	154	532	534	544	133	165	517	422	427
INDONESIA	ID	27	168	468	469	479	114	44	419	338	362
IRELAND	IE	421	364	72	64	59	390	445	37	187	195
ISRAEL	IL	514	439	120	132	132	464	520	111	268	270
ITALY	IT	386	387	58	49	26	350	468	43	230	217
JAPAN	JP	109	67	388	350	357	83	116	301	218	282
LUXEMBOURG	LU	442	368	55	51	66	393	449	40	245	199
MALAYSIA	MY	21	177	461	463	473	111	66	410	347	356
MEXICO	MX	338	270	225	263	249	283	299	190	148	165
NETHERLANDS	NL	420	360	53	45	47	324	412	18	237	191
NEW ZEALAND	NZ	144	186	403	404	414	176	170	335	263	293
NORWAY	NO	461	386	80	21	80	412	467	75	263	217
PANAMA	PA	372	294	209	212	222	316	372	194	183	100
PERU	PE	446	371	282	284	294	389	445	267	260	151
PHILIPPINES	RP	77	60	424	426	436	70	69	377	304	319
POLAND	PL	467	393	87	74	77	418	474	71	273	224
PORTUGAL	PT	475	401	20	92	64	426	482	72	281	231
PUERTO RICO	PR	398	318	221	223	233	342	398	205	162	102
RUSSIA	RU	489	414	108	51	167	439	495	93	193	245
SINGAPORE	SG	20	143	458	456	394	91	50	443	338	360
SOUTH KOREA	KR	143	20	384	381	396	133	87	343	273	281
SPAIN	ES	458	384	20	82	66	409	465	59	206	214
SWEDEN	SE	458	381	82	20	75	411	447	50	263	217
SWITZERLAND	CH	394	396	66	75	29	421	476	50	249	227
TAIWAN	TW	91	133	409	411	421	20	95	342	307	307
THAILAND	TH	50	87	465	447	476	95	20	400	337	359
UNITED KINGDOM	UK	443	343	59	50	50	342	400	28	179	199

COUNTRY NAME	CODE	SG	KR	ES	SE	GH	TW	TH	UK	US	VE
U.S.	U.S.	338	273	206	263	249	307	337	179	NA	165
VENEZUELA	VE	360	281	214	217	227	307	359	199	165	20

ATTACHMENT 3

REPLACE SECTION 23 OF EXHIBIT C IN ITS ENTIRETY
(REPLACE AND ADD PAGES C-18, C-18A, C-18B, C-19 & C-19A)

20.1.4 For domestic international VNET Service calls including calls to Canada and Mexico, Customer shall pay the standard tariffed rates under the VNET International Term Plan described in Section C-3.09517 of the Tariff and shall receive a forty-one percent (41%) discount. Customer's international VNET Service will not be subject to any other discounts.

20.2 VNET CALLING CARD

VNET CALLING CARD Service is the origination of calls via a Toll Free number and the termination of such calls over facilities comprising the Provider's network, (i) subject to the limitation of origination and termination locations set forth herein, and (ii) for the charges set forth herein.

20.2.1 In order to receive VNET CALLING CARD Service, Customer must establish a separate Corporate ID. Customer acknowledges that Customer will receive a separate invoice from Provider for VNET CALLING CARD Service.

20.2.2

SECTION 20.2.2 REDACTED

20.2.3 Start of Service for VNET CALLING CARD Service will begin concurrently with the activation of each End User's initial utilization of a VNET Calling Card (i.e., initial PIN usage).

20.2.4 VNET CALLING CARD Service may be originated from locations in the 48 contiguous United States, Hawaii, Alaska, Puerto Rico, the U.S. Virgin Islands, Guam and Canada and terminated to locations in the 48 contiguous United States and Canada.

20.2.5 All Domestic calls will be billed in six (6) second increments and subject to an eighteen (18) second minimum charge. Calls to/from International Locations, will be billed in six (6) second increments and subject to thirty (30) second minimum charge (excluding Mexico which has a sixty (60) second minimum).

21. **SPECIAL APPLICATION – POST PAID CARD PLATFORM**

Note: The PRISM 1 product is no longer available. All references to PRISM 1 and ATF services in this Section are applicable to existing services on the Verizon Long Distance Post-Paid Calling Card platform co-located in the Provider Irving, TX terminal.

Prism 1 is a Carrier Termination service that provides complete domestic and international call coverage. Prism 1 is accessed via dedicated access to the Legacy MCI Network at either the DS1 or DS3 level at any Provider POP. Domestic calls are billed with a six second minimum and six second increments and International calls are billed with a thirty minimum and six second increments.

Service Interconnection: Refer to **Section 1.7** of this Exhibit.

(See **Attachment C-6**) As rates are refreshed, the rate schedule is updated by replacing the Attachment.

22. **ISDN PRI**

ISDN PRI service is priced the same as dedicated access lines (DALs) with the exception of the Data ('D') channel charge. There is a \$100 monthly recurring charge per 'D' channel.

23. **ACCESS PRICING**

23.1 **Monthly Recurring Charges**

Provider provides local access coordination to its customers as a service. Provider shall provide local access to Customer via the following two (2) methods:

23.1.1 **Flat Rate Access.** Provider shall provide Customer with flat rate access pricing (hereinafter referred to as "Flat Rate Access Pricing"), which is a bundled product used with Full Service Access (as defined below). For the purposes of this Section 23, "Full Service Access" includes local access from Provider's POP to the End-User's premises. Provider's current flat rate access table and Flat Rate Access Pricing is incorporated herein by reference.

- (i) Provider shall update their flat rate access table on a monthly basis to include any appropriate changes to the associated NPA/NXX information (e.g., a new area code was added) and provide Customer with the updated table by the 5th calendar day of each month, or otherwise indicate no changes were made.

- (ii) Any changes to Provider's flat rate access table will be effective for new service only, which is installed on or after the first (1st) calendar day of the following month.
- (iii) The Flat Rate Access Pricing is available for both voice and data access on the Option 1 and Option 5 networks.
- (iv) Flat Rate Access Pricing is in lieu of all other access discounts. No further discounts shall apply.
- (v) The Flat Rate Access Pricing is subject to a minimum twelve (12) month term.
- (vi) The Flat Rate Access Pricing is available as of the effective date of Amendment 11 for all new services.
- (vii) Existing services may be repriced using the Flat Rate Access Pricing after completion of the original circuit term and upon Provider's receipt of a request for re-term from Customer. Provided however, the Flat Rate Access Pricing for existing services repriced under this Section 23 will be effective beginning with the first (1st) day of the calendar month following at least thirty (30) days after Provider's receipt of Customer's request for re-term.

23.1.2 Provider Access Quotes. Provider's standard access quote process shall be used in lieu of the Flat Rate Access Pricing in the event Customer or the End-User provides any part of the local access loop.

Local access continues to bill at the rate in effect at the time the service was ordered until the access loop is re-termed or the service is disconnected. For re-termed local access, the pricing related to the new term would become effective as of the 1st day of the month following thirty (30) days written notice from Customer.

23.2 Disconnection of Individual Circuits

23.2.1 Following installation, Customer may disconnect all or a portion of the Access Service if Customer provides written notification thereof to Provider thirty (30) days in advance of the effective date of disconnection. In the event of such disconnection, Customer shall pay to Provider all charges for Access Service provided through the effective date of such disconnection plus a disconnection charge equal to any termination charges, expenses, fees or penalties incurred by Provider due to cancellation/disconnection of Access.

REFER TO TABLE "LOCAL ACCESS BILLING ADMINISTRATION" IN SECTION 26.4.6 OF THIS EXHIBIT FOR ADDITIONAL PRICING.

23.3 Entrance Facility Applicability

Entrance Facility charges may apply (i) whenever Customer orders a local loop directly from the third party provider, and Provider issues LOA ("Letter of Agency") and CFA ("Carrier Facility Assignment") to the Customer so that the third party provider may connect to the Provider's facilities, or (ii) when Provider orders the local loop on behalf of Customer, and Customer has requested SCFA ("Secondary Carrier Facility Assignment").

23.4 Entrance Facility Pricing

SECTION 23.4 REDACTED

24. SDS (SWITCHED DIGITAL SERVICE)

Note: This product is not offered on the Wholesale network, it is only available as a Commercial product.

Switched Digital Services (SDS) are data transmissions in increments of 56/64 Kbps (higher speeds up to 1.544 Mbps are also available). Although SDS uses the same implementation and billing mechanisms as Provider voice services, SDS is transmitted over separate clear channel routes in the Provider switched network. These routes are groomed to enhance SDS transmission quality. Customers claim bandwidth by using a single network call with multi-rate bearer services (MRBS) or fixed rate (H0, H11) capabilities (without inverse multiplexing).

24.1

SECTION 24.1 REDACTED

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ATTACHMENT 4

REPLACE SECTION 27 OF EXHIBIT C IN ITS ENTIRETY
(REPLACE AND ADD PAGES C-33, C-34, C-34A, C-34B & C-35)

NOTES:

¹ Plus Applicable LEC Charges.

² Pre start of Service cancellations will be subject to the stated non-recurring charge, if any, and twelve (12) times the stated monthly recurring charge. Cancellation following start of Service and before completing twelve (12) months of Service, will be subject to a cancellation charge equal to the difference between the total recurring charges for the service period completed and twelve (12) times the stated monthly recurring charge.

³ Pre start of Service cancellations will be subject to the stated non-recurring charge, if any, and three (3) times the stated monthly recurring charge. Cancellation following start of Service and before completing three (3) months of Service, will be subject to a cancellation charge equal to the difference between the total recurring charges for the Service period completed and three (3) times the stated monthly recurring charge.

⁴ When Provider administers a local loop that has no associated Provider IXC or long distance service, a recurring administrative charge applies for the testing, maintenance, and billing of the local loop.

N/A = Not Applicable

N/C = No Charge

ASR = Access Service Request

CFA = Connecting Facility Assignment

ICB = Individual Case Basis

IXC = Interexchange Circuit

LAP = Local Access Provider/Local Exchange Carrier

LEC = Local Exchange Carrier/Local Access Provider

27. FRAME RELAY

Provider's Wholesale Frame Relay service offers the Wholesale customer an opportunity to re-brand Provider's Frame Relay service and sell it domestically or internationally.

Domestic connectivity to the frame relay networks can be accomplished with either User-to-Network Interface (UNI), Private Network-to-Network Interface (NNI) or Public NNI. All methods are supported on Provider's domestic Frame Relay platform. International connectivity must be via UNI.

27.1 Wholesale Frame Relay service is broken down into the following areas:

- Domestic Frame Relay Service (contiguous US 48 states) – **Attachment C-8**
- Metro Frame Relay Service – **Attachment C-9**
- International Frame Relay Service (including Alaska & Hawaii) – **Attachment C-10**

27.2 In the event Provider eliminates, in whole or in part, the Frame Relay services described herein, upon written notice to Customer and for a period of six (6) months thereafter ("Transition Period"), Provider shall continue to provide without interruption, those Frame Relay services being provided at the time of such notice. Customer shall pay for all services provided during the Transition Period.

The Terms and conditions of the Agreement shall remain in full force and effect during the Transition Period

27.3 The pricing components for Frame Relay service are as follows:

27.3.1 Local access charges (monthly recurring & non-recurring):

- (i) Domestically, local access pricing for Provider's Options 1 and 5 network is set forth in Provider's flat rate access pricing as described in Section 23.1.1 above. Local access charges are from the customer premises to the nearest Provider POP.
- (ii) Internationally, the access types are as follows:
 - (a) Type I defines dedicated access completely on the Provider owned fiber ring network to one of the almost 1000 "lit" buildings where fiber is actually demarcated.
 - (b) Type II local access loops extend the Provider footprint defined by Standard Service Areas (SSAs). SSAs are based either on local telephone number, postal code, or other designations to identify Type II locations in Rest of World (ROW).
 - (c) Type III local loops are provided by the local PTT or third-party access provider. Type III services do not ride the Provider-owned fiber ring. However, this is invisible to the customer because Provider manages and maintains our customer's end-to-end communication solution.

27.3.2 Frame Relay port charges (monthly recurring & non-recurring):

Port charges are based on the frame relay port speed chosen. For detailed pricing information, see the Frame Relay Pricing section. For Metro Frame Relay service only, to qualify as a Metro Frame Relay Port, the site must be served by a Tier A POP (without backhaul) and the port must connect only Metro Frame Relay PVCs.

27.3.3 Frame Relay PVC CIR charges (monthly recurring & non-recurring):

PVC CIR charges are based on the Frame Relay PVC CIR speed chosen. For detailed pricing information, see the Frame Relay Pricing Section. For High Speed Frame Relay (HSFR) service only, a minimum of 75% total PVC CIR subscription is recommended for all HSFR ports. For Metro Frame Relay service only, to qualify as a Metro Frame Relay PVC, both end points of the PVC must fall within the same LATA.

27.3.4 Frame Relay Ancillary Charges (non-recurring)

Frame Relay Ancillary Charges are set forth in **Section 4 of Attachment C-8**. Non-Recurring Charges for Port and PVC Installation shall be waived for terms of one (1) year or greater.

27.4 Network to Network Interface (NNI)

27.4.1 **Public NNI.** Provider's Frame Relay offering includes Public NNI Ports and PVCs. The Public NNI is a facility owned and managed by Provider between Provider's frame relay network and a LEC partner's frame relay network. This allows logical connections to be made between PVCs within the LEC partner's network and PVCs within the Provider network. An NNI charge applies separately at each NNI for each logical connection which is associated with one PVC end within Provider's network.

27.4.2 **Private NNI.** The Private NNI is a facility purchased from Provider by Customer to allow logical connections to be made between PVCs within Customer's network and PVCs within Provider's network.

27.5 Network Management Application – ViewSPANSM

27.5.1 ViewSPANSM is a software application developed by Provider which allows Customer and Customer's end-users to view active data elements of the Frame Relay Services provided by Provider. Through an online interface, ViewSPANSM provides a graphical user interface to collect, observe and report on the critical statistics which evaluates network performance between the endpoints of a PVC.

27.5.2 Extension of Capabilities: ViewSPANSM provides the ability to monitor network performance on a PVC basis, across multiple autonomous networks. To accomplish this, effective use of ViewSPANSM requires the installation of a ViewSPANSM server(s) on Customer's Frame Relay network that communicates with Provider's ViewSPANSM server through an application called "Network-to-Network Registry".

27.5.3 Management PVC: A Management PVC is used to support the remote monitoring and management of an End User's network and CPE. Traffic allowed across a Management PVC is limited to SNMP, ViewSPANSM, or other industry standard management applications. Software upgrades may also be transmitted across the Management PVC.

27.5.4 ViewSPANSM Pricing:

SECTION 27.5.4 REDACTED

27.6 Network Management Statistical Service (NMSS):

27.6.1 Provider's Network Management Statistics Service technology provides Customer with a virtual representation of the switching fabric within Provider's network. NMSS technology currently, supports Lucent BSTDX 9000 and CBX 500 Frame Relay switches that reside on a Lucent network. A Server using the NMSS software virtually projects an image of each Frame Relay switch within Provider's broadband network. Each of the virtual NMSS switches appears to Customer as if it is a Frame Relay switch that is in Customer's broadband network. Customer can then passively access these virtual NMSS switches in a securely controlled environment without jeopardizing the security of the communication service provider's switches, management network, or the integrity of another customer's data.

27.6.2 Extension of Capabilities: Customer will have access to view Frame Relay provisioning, performance, and alarming information from Provider's broadband network via Simple Network Management Protocol (SNMP) feeds. This provides a true end-to-end view of the Frame Relay cloud pertaining to Customer's end-user logical virtual circuitry.

27.6.3 A management PVC will be required for polling End User CPE.

27.6.4 NMSS Pricing:

- (i) A non recurring charge of \$15/node applies to each end user node utilizing NMSS
- (ii) Monthly Charge: \$3.00 Per Node

(See Attachment C-8 for Domestic Frame Relay Pricing) As rates are refreshed, the rate schedule is updated by replacing the Attachment.

28. **ASYNCHRONOUS TRANSFER MODE (ATM)**

ATM enables customers the ability to transport data over long distances without incurring mileage charges, giving them the freedom to develop and create new applications.

Although ATM is positioned as a high-bandwidth product, Provider now offers DS1 ATM for lower-bandwidth usage, helping customers save on network and local access charges. In addition, Provider can provide local access in certain areas, providing true end-to-end service.

28.1 The ATM Service is broken down into the following areas:

28.1.1 Domestic ATM Service (**Attachment C-11**)

28.1.2 Metro ATM Service (**Attachment C-12**)

28.2 Pricing Components for ATM Service:

Local access charges (monthly recurring & non-recurring)

The local access charges are from the customer premise to the nearest Provider POP. From there, customers will be backhauled to the nearest ATM node.

28.2.1 Domestically

- (i) If the customer's access POP is Tier A (On-net), then the backhaul is free for DS1 and DS3 access.
- (ii) If the customer's access POP is Tier C (Off-net) and requires DS3 access, then backhaul charges to the nearest Tier A POP will apply.

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ATTACHMENT 5

REPLACE ATTACHMENT C-8 IN ITS ENTIRETY WITH THE NEW ATTACHMENT C-8
BELOW

(REPLACE AND ADD PAGES C-70, C-71, C-71A, C-71B)

ATTACHMENT C-8
DOMESTIC FRAME RELAY PRICING

ATTACHEMENT C-8 REDACTED

UUNET/VERIZON (07/26/01)
TSA010302-1
Amendment 11 (08/29/03)

C-71A

CONFIDENTIAL

UUNET/VERIZON (07/26/01)
TSA010302-1
Amendment 11 (08/29/03)

C-71B

CONFIDENTIAL