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SUBORDINATE AGREEMENT

BETWEEN

VERIZON SERVICES ORGANIZATION INC.

AND

MCI WORLDCOM NETWORK SERVICES, INC. D.B.A. UUNET

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SUBORDINATE AGREEMENT

This Subordinate Agreement ("Agreement") is made by and between Verizon Service Organization Inc. for itself and for the benefit of Customer's Affiliates (as defined in the TSA, defined below) (individually and collectively, "Customer") and MCI WORLDCOM Network Services, Inc. d.b.a. UUNET ("Provider") and is subordinate to and incorporates all terms and conditions of that certain Telecommunications Services Agreement between MCI WORLDCOM Network Services, Inc. and Verizon Global Networks Inc. (Contract No. TSA010302-1) ("TSA"). Capitalized terms not defined herein shall have the meaning ascribed to them in the TSA.

In the event there is any conflict between the terms and conditions of this Agreement and the TSA the terms and conditions of this Agreement shall govern.

1. DESCRIPTION OF SERVICE

Under this Agreement, Customer will purchase and resell dial access services for the interconnection of Customer's end-users or customers ("End Users") with the Internet ("Services"). Provider's relationship under this Agreement is solely with Customer and not with any End Users. Customer is responsible for all End User pricing, Remote Access Dial In User Service (RADIUS) authentication, technical support, billing, and collections from End Users. Customer shall provide filters to prevent End Users from reaching unauthorized electronic mail servers for the transmission of "spam" email. Provider will provide Customer's designated points of contact with a toll-free number (**1-800-900-0361**) for 24 hours x 7 days a week x 365 days a year ("24x7x365") technical support for the Services. This number is to be used only by Customer and may not be released to End Users. Customer will provide Provider with access to Customer's personnel on a 24x7x365 basis as necessary for problem resolution. In addition, Provider will provide Customer with a username and password to access the following URL <http://www.channel.uu.net/index.html> ("Customer Web Partition"). The Customer Web Partition will give Customer access to information such as daily usage reports, Tier 1 and Tier 2 POP lists, online trouble ticketing, and contact information for the Provider account team assigned to Customer.

2. TERM

This Agreement shall be effective upon the date set forth in Customer's written Services commencement notice ("Effective Date") and shall continue for a period of two (2) years (the "Initial Term"). Notwithstanding the foregoing, in no event will the Effective Date be later than August 31, 2003. Customer may elect to extend the Initial Term for an additional twelve (12) month period ("Extension Period") by providing Provider at least thirty (30) days written notice prior to the end of the Initial Term. Subject to the provisions of Section 15 below, during the Extension Period, the Service Fees set forth in this Agreement shall remain in effect.

3. SUSPENSION OF SERVICE

In addition to any other available rights or remedies, Provider may suspend Services set forth in this Agreement if:

- 3.1 It's necessary to prevent or protect against fraud or otherwise protect Provider's personnel, facilities or services;

3.2 Customer interferes with Provider's provision of Services to any other customer or Customer; or

3.3 There is a material violation by Customer or its End User(s) of this Agreement.

4. GEOGRAPHIC SCOPE OF RESALE

Customer may resell the Services to End Users worldwide.

5. TECHNICAL REQUIREMENTS

For the duration of the Initial Term and the Extension Period, Customer will maintain dedicated Internet connectivity service to Provider of at least T1 bandwidth to be used exclusively for RADIUS authentication of End Users. Customer will provide, maintain and operate the RADIUS server in a secure environment and following appropriate practices to ensure that the server is available for and accurately performs End User authentication. In particular, Customer will equip and operate the RADIUS server with software protocols that are compatible with Provider's network facilities provided that the required information regarding compatibility with Provider's network facilities has been provided to Customer. Customer also will use appropriate software, procedures and safeguards to ensure that only accurate routing information is transmitted from Customer's RADIUS server to Provider network facilities, and, upon becoming aware of a problem, Customer will remedy immediately any problems resulting in transmission of incorrect routing information.

6. FORECASTS

Upon execution of this Agreement, during the first week of each calendar quarter during the Term (including any extensions thereof) Customer will provide Provider with its good faith non-binding forecast of peak simultaneous users for the next six months. In particular, as part of or as a supplement to its forecast, Customer will provide Provider with reasonable advance notice of expected substantial increases in the traffic load on any Provider network facility based upon information available to Customer, particularly with respect to expected loads in particular geographic locations and POPS.

7. INTERNET PROTOCOL NUMBERS

An Internet Protocol number ("IP Number") is assigned by Provider to each End User using the Service, for use by that End User only, to connect to the Internet during that dial-up session only. Neither the Customer nor the End User has any other interest in or right to the IP Number.

8. NETWORK IDLE TIMES

Provider shall allow Customer to control a network-wide timer that disconnects an End User when no End User activity is detected after a time period pre-defined by Customer.

9. SERVICE FEES

SECTION 9 REDACTED

10. PRICE PROTECTION

No Increases. Notwithstanding anything to the contrary in this Agreement, the Service Fees shall not increase during the Initial Term.

11. END USER TERMS AND CONDITIONS

Customer agrees to maintain End User terms and conditions similar to Provider's then current "Acceptable Use Policy". Provider's "Acceptable Use Policy" can be located at <http://www.mci.com/us/legal/usepolicy>.

12. EXCLUSIVITY

During the Initial Term and, if applicable, the Extension Period of this Agreement, all Off-Net Services (as defined herein) purchased by GTE.NET LLC d/b/a Verizon Internet Solutions ("GTE.NET") only, as an Affiliate of Customer, for resale to GTE.NET's End Users shall be purchased from Provider under the terms of this Agreement. For the purposes of this Agreement, the term "Off-Net Services" shall mean local dial-up Internet access services which GTE.NET purchases from a third party.

13. SERVICE TRANSITION

Upon the expiration or termination of this Agreement and for a period of six (6) months thereafter ("Transition Period"), Provider shall continue to provide without interruption, those Services being provided at the time of such expiration or termination. 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 any Transition Period.

This Transition Period may be extended ninety (90) days upon written notice from Customer to Provider at least thirty (30) days prior to the end of the Transition Period.

14. SUBSTITUTE SERVICES

In the event Provider: (i) is in default under this Agreement and/or the TSA; (ii) terminates Services to End Users or Customer; (iii) cannot provide Services in accordance with the Agreement and/or the TSA or fails to provide Services in accordance with the Agreement and/or the TSA for any reason including, without restriction, any Force Majeure Event (**Section 22** of the TSA); or (iv) is insolvent, Customer may obtain such Services from other providers that shall substitute for those Services that Provider cannot provide. Procurement of such services by Customer from other providers shall not be deemed a breach of this Agreement or the TSA and shall not give rise to any liability whatsoever on the part of Customer to Provider, including, without restriction, breach of or liability under **Section 12** of the Agreement.

15. ELIMINATION OF SERVICES; INCREASE IN SERVICE FEES

Following the Initial Term described in Section 2 above, Provider reserves the right, upon written notice to Customer, to eliminate on a non-discriminatory basis (i.e., eliminate for all of its wholesale customers) the Services described herein, in whole or in part, and based on either a specific geographic area, market or region. In such case, Provider agrees to give Customer notice as soon as commercially practicable but in no event will any elimination occur earlier than ninety (90) days from the date of such notice, which notice may be given prior to the end of the Initial Term to take effect after the expiration of the Initial Term. Additionally, following the Initial Term described in Section 2 above, Provider reserves the right upon at least ninety (90) days' prior written

notice to modify the Service Fees described herein, which notice may be given prior to the end of the Initial Term to take effect after the expiration of the Initial Term. Any charge modifications shall not exceed then-current charges that are generally available to its other wholesale customers for comparable services.

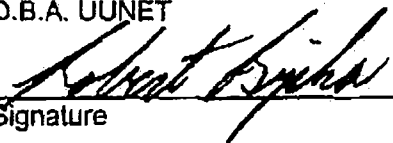
16. SERVICE LEVEL STANDARDS

The Service Levels set forth in Exhibit B reflect the minimum objectives for management of Provider's Services to Customer and sets forth the criteria to measure/monitor Provider's Services performance. Provider will apply all reasonable efforts to meet or exceed these objectives in order to conform with these Service Levels. A monthly operations review will be held between Provider and Customer in order to review the Service Level performance.

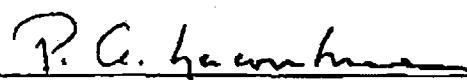
IN WITNESS WHEREOF authorized parties on behalf of their respective entities have signed this Agreement.

MCI WORLDCOM NETWORK SERVICES, INC.
D.B.A. UUNET

VERIZON SERVICE ORGANIZATION INC.



Signature



Signature

Robert A. Brejcha

Print Name

Paul A. Lacouture

Print Name

Vice President

Title

President - Network Services Group

Title

July 22, 2003

Date

7-30-03

Date

EXHIBIT A
EXTENDED DOMESTIC AND INTERNATIONAL PRICING

EXHIBIT A REDACTED

EXHIBIT B

SERVICE LEVEL AGREEMENT (SLA)

1. SERVICE LEVELS:

- Accessibility (meet or exceed 95%)
- Login Success Rate (meet or exceed 90%)
- Connect Speed (V.90 - must meet or exceed 42k)
- Throughput (100%)
- Latency (lower than or equal to 55ms)

1.1 The metrics are measured for only the 48 contiguous U.S. states.

1.2 The RADIUS T1 is required (needed for authentication).

1.3 The quarterly forecast must be kept up to date in order to claim a credit on a missed SLA metric.

1.4 The Customer must be in "good standing" with Provider in order to request a SLA credit.

1.5 The credit amounts set forth in Section 7 CREDITS will apply to Customer's monthly bill for the month in which one or more metric is missed.

2. ACCESSIBILITY

Accessibility is defined as the percentage of successful dial-up connections established between UUNET Rotary Dial Tools and UUNET Rotary Groups for a given number of attempts. UUNET utilizes an automated testing tool to randomly dial into every Rotary Group on a continual basis.

Accessibility for a month is determined by dividing the total number of successful test connections by the total number of test calls, and expressing the result as a percentage. For the purpose of calculating accessibility, successful connections are based on the ability of the dial client to authenticate and obtain a valid IP address on the network.

3. LATENCY

Network Latency is defined as the average round trip transfer time for one packet of data between two UUNET-designated backbone routers (Hub Routers). The UUNET testing tool records the intra-United States test results every 10 minutes. The time elapsed between the sending of a data packet and the receipt of that same returned data packet, is recorded by the testing tool. Each test is measured separately. Latency for the US in a calendar month is determined by dividing the sum of all intra-US test measurements in that calendar month by the total number of intra-US tests performed in that calendar month.

4. LOGIN SUCCESS RATE (LSR)

Login Success Rate is the percentage of successful PPP sessions established between Rotary Dial Tools and Rotary Groups for a given number of attempts. UUNET utilizes an automated testing tool to randomly dial into every Rotary Group on a continual basis. Login Success Rate for a month is determined by dividing the total number of successful PPP connections by the total number of test calls, and expressing the result as a percentage. For the purpose of calculating Login Success Rate, the total number of successful PPP connections is determined by subtracting the total number of test calls that do not result in a PPP connection from the total number of test calls placed. A PPP connection may not be successful due to any factor, including, but not limited to, a busy, ring-no-answer, or dropped connection condition.

5. CONNECT SPEED

The initial sync rate between the Rotary Dial Tools and Rotary Groups. The results of each test are summed and divided by the number of tests performed in that month. Since all of the UUNET POPs in the United States are V.90 compliant, the connect speed applies to V.90 modems.

6. THROUGHPUT

Throughput is defined as the time it takes a Rotary Dial Tool to download a compressible file from a UUNET IP server using the FTP protocol over a dial-up connection. The amount of time to connect to the IP server and to access the FTP application is not included in the measurement of Throughput. UUNET utilizes an automated testing tool to randomly dial into every Rotary Group on a continual basis and attempt to download a specified compressible file. Each Throughput test is calculated as follows:

- $\{(file-size / time\ to\ download) / connect\ speed\}$, and
- expressed as a percentage. The results of each Throughput test are summed and divided by the number of tests performed in that month. The result is the Throughput for that month.

7. CREDITS

	Refund Rate
One Metric Missed/Month	3.33%
Two Metrics Missed/Month	6.66%
Three Metrics Missed/Month	9.99%
Four Metrics Missed/Month	10.00%

Note:

The calculations of Accessibility, Login Success Rate, Throughput, and Connect Speed utilize a weighted average associated with each Rotary Group tested. The weighted average is calculated and adjusted every quarter, based on the number of billed hours

through each Rotary Group that is tested compared to the total number of billed hours through all Rotary Groups.

The Rotary Groups tested include only Rotary Groups in the UUNET Dial Access Network, and do not include other UUNET Rotary Groups such as those in UUNET operating companies' dial networks.

The report on SLA Metrics shall be deemed UUNET Confidential information and may be used by the Customer solely for the purpose of analyzing the quality of Services provided to the End-Users.