

AMENDMENT 13
TO THE
TELECOMMUNICATIONS SERVICES AGREEMENT
BETWEEN
VERIZON SERVICES ORGANIZATION INC.
AND
MCI WORLDCOM NETWORK SERVICES, INC.

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This Amendment 13 to the Telecommunications Services Agreement (Contract No. TSA010302-1) (Agreement) by and between MCI WorldCom Network Services, Inc., 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.

1. EFFECTIVE DATE

This Amendment 13 shall be effective April 1, 2004.

2. AGREEMENT MODIFICATION

- 2.1 ADD the following sentence to the end of Section 8, SERVICE REQUESTS, of the Agreement:

"Beginning from the date of the Service Request, Provider shall deliver Services to Customer within the delivery intervals set forth in **Attachment B-5** (Service Delivery Intervals). In the event there is a conflict between delivery intervals set forth in this Agreement and Attachment B-5, Attachment B-5 shall take precedence."

- 2.2 ADD a new Attachment B-5 Service Delivery Intervals attached hereto as **Attachment 1**.

- 2.3 ADD a new Section 16 Domestic U.S. E1 Service Level Guarantee to Exhibit B as set forth in **Attachment 2**.

- 2.4 ADD a new Section 38 Domestic U.S. E1 Service to Exhibit C as set forth in **Attachment 3**.

- 2.5 ADD a new Attachment C-18 Domestic U.S. E1 Service Pricing to Exhibit C as set forth in **Attachment 4**.

- 2.6 Exhibit C, Attachment C-8, Section 1 UNI AND PRIVATE NNI PORT CHARGES (Amendment 11)

AMENDMENT SECTION 2.6 REDACTED

AMENDMENT SECTION 2.7 REDACTED

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3. OTHER TERMS AND CONDITIONS

The parties agree that upon execution of this Amendment 13, that certain Telecommunications Services Agreement (Contract No. VSO-02-P-0003) between MCI WorldCom Communications, Inc. and Verizon Services Organization Inc., including all amendments thereto, shall be terminated in its entirety and of no further force or effect.

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 13 as of the date set forth above.

MCI WORLD COM NETWORK SERVICES, INC

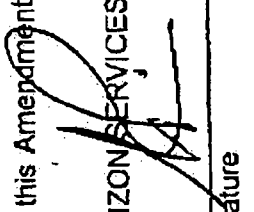
VERIZON SERVICES ORGANIZATION INC.


Signature

Robert A. Brejcha
Print Name

Vice President
Title

April 9, 2004
Date


Signature

Scott C. Pierce
Print Name

Executive Director
Title

April 19, 2004
Date

ATTACHMENT 1

(ADD THE NEW ATTACHMENT B-5 AS SET FORTH BELOW)

ATTACHMENT B-5
SERVICE DELIVERY INTERVALS

DEDICATED ACCESS LINE (DAL)	
DS-1 and DS-3 DAL	17 Days
DAL: If ordered with Mux'd DS3	2 Days after DS3 Commit Date
Change line coding & framing	17 Days
Change or Extend DMARC (if local telco does)	17 Days
Add new DAL(s) to existing SS7 TG: (only TG info required-no SS7)	17 Days
Cross-connect new DAL(s) to existing DS3	5 Days
Change ISDN Options	15 Days
Change TCIC Information	15 Days
Change SS7 information on existing TG	15 Days
Records change for SCFA on ASR	10 Days
Move existing TG into another existing TG	7 Days
Translation (change orders) i.e. Signaling, DNIS	3 Days
Toll Free Number No Resp Org Change	2 Days
Toll Free Enhanced Routing: (This includes new and change orders)	4 Days

PRIVATE LINE (Point to Point)	
DDS/DS-0	17 Days
DS-1	17 Days
Change line coding & framing (DS1)	17 Days
Change or Extend DMARC (if local telco does)	17 Days
Records change for SCFA on ASR	10 Days
DS-3	30 Days
Change or Extend DMARC (if local telco does)	30 Days
Records change for SCFA on ASR	10 Days
OCn	ICB

FRAME RELAY SERVICE	
New DS0/DS1 Port	17 Days
New DS3 Port	35 Days
Port change (requiring new local loop)	17 Days
Port change (not requiring new local loop)	5 Days
PVC/CIR change	5 Days

INTERNET	
Dedicated DS-1	18 Days
Dedicated DS-3	40 Days
Dedicated OCn	ICB

ATM	
New DS1 Port	30 Days
New DS3 Port	35 Days
Port upgrades/changes requiring local access changes	17 Days
Port upgrades/changes not requiring local access changes	5 Days
PVC speed upgrades/configuration changes	5 Days

NOTE: "Days" refers to business days; MCI recognized holidays and weekends not included. The interval starts with the date MCI accepts a valid order from Customer and when applicable, capacity has been determined available by Provider. An order will be considered valid if all elements necessary for the order have been completed. The interval for any off-net service will be determined on an individual case basis.

DISCONNECT POLICY:

- 1) Provide the Local Access Provider's FOC for disconnecting orders with CFA (Preferred Option).
- 2) Provide the Local Access Provider's disconnect order number.
- 3) Billing can continue up to 30 days from the date order/written notification is received or actual disconnect date, whichever is later.

EXPEDITE FEES:

Expedite fees will be applied for any order received with an interval under the standard intervals that are listed above. **(See applicable Services Sections for specific charge amounts)**

ATTACHMENT 2

(ADD A NEW SECTION 16 TO EXHIBIT B AS FOLLOWS)

16. DOMESTIC U.S. E1 SERVICE

16.1 With respect to Customer's Domestic (i.e., forty-eight (48) contiguous United States) E1 Service, Provider offers "Network Availability", Mean Time to Repair (MTTR) and "Service Installation" Service Level Guarantees ("E1 SLGs") as further described in this Section 16. The E1 SLGs only apply to facilities provided by Provider (i.e., on-net facilities only).

16.2 Definitions

16.2.1 Coverage Definition

E1 SLGs apply to Provider provided circuit elements only. This includes: (i) the Domestic E1 provisioned between the Carrier/Customer PoP and the International Test and Operation Center (ITOC); (ii) if provided by Provider, the Domestic Long haul across Provider owned facilities to the Provider POP nearest the end provisioning point; and (iii) the access channels from the Provider POP at the termination end to the end-user customer premises when in a Provider LIT building. The End-to-End circuit does not include the Customer's premises equipment (CPE), any Customer application on a covered circuit, or in-house wiring.

16.2.2 Network Outage

A Network Outage is defined as an unscheduled period in which the service is interrupted and not usable for 60 or more seconds within a 15-minute period, as measured by Provider. The Customer must open a Trouble Ticket in order to qualify for the credits issued for any Network Outage.

16.2.3 Definition of Trouble Ticket

A Trouble Ticket is defined as the official method used by the Customer to advise Provider of a perceived Network Outage. If the Customer does not initiate a Trouble Ticket with Provider or does not release the circuit to Provider for testing, Provider will not be obligated to issue, and the Customer will not be eligible to receive credits for the Network Outage.

16.3 Availability/Qualifications

16.3.1 The E-1 SLGs will apply to circuits ordered under a one-year or greater term commitment for Provider Domestic E1 Services.

16.3.2 When the Customer experiences a Network Outage, the Customer must notify the appropriate Customer Service Center and open a Trouble Ticket. To receive a credit on a Network Availability or MTTR SLG, the Customer must report the Network Outage within four (4) hours of the occurrence and make a request in writing for a credit from Provider within five (5) business days of opening the Trouble Ticket. The Customer must document the following information when requesting the credit: the Trouble Ticket number, the date and time the ticket was

opened and closed, and the circuit IDs for each of the circuits that experienced the Network Outage.

- 16.3.3 To receive a credit on the Service Installation SLG, Customer must make a request in writing for a credit from Provider within five (5) business days of the date Provider completes installation of the circuit(s). The Customer must document the following information when requesting the credit: the date the Service Installation Period began; the date specified for installation in the Customer order; the date installation was completed; the circuit ID for each circuit that was not installed within the SLG; and the Customer order number.

16.4 Domestic E1 Service SLGs

16.4.1 Network Availability

The Network Availability Performance Standard consists of the number of minutes that the Provider Network is available to the Customer in the contiguous U.S. The Network Availability SLG is to have the Provider provided on-net circuit elements available 99.98% of a month. The Network Availability SLG applies only to the Provider provided components of a circuit from the Carrier/Customer POP to the end-user site in the U.S. Provider's End-to-End Network Availability SLG covering Type 2 Domestic E1 Service is 99.8% of a month.

(i) Definition

The End-to-End Network Availability is defined as the total number of minutes in a billing month during which a Domestic E1 Service circuit is available to exchange data between the two Customer end points, divided by the total number of minutes in such billing month.

(ii) Calculation

End-to-End Network Availability is calculated after the Customer opens a Trouble Ticket with Provider and will be calculated on the availability for the Provider Domestic E1 Service monthly billing period in which the Customer opens the Trouble Ticket. Network Outages do not include periods of service degradation, such as slow data transmission.

End-to-End Network Availability (%) =

Example: $\frac{\text{Total minutes of circuit availability in billing month}}{\text{Total minutes in billing month}} \times 100$

16.4.2 Mean Time to Repair

Provider's MTTR Performance Standard for Domestic E1 Service is five (5) hours.

(i) Calculation

MTTR is a monthly average of the time taken to repair all Service Outages on a specific circuit with the same severity level. The length of all Network Outages on a specific circuit is totaled at the end of each billing month and divided by the corresponding number of Trouble Tickets opened during that billing month. MTTR per billing month is calculated for each circuit as follows:

Monthly Mean Time to Repair (Hrs.) =

Example: $\frac{\text{Cumulative length of Network Outage(s) for circuit}}{\text{Total number of Trouble Tickets per billing month per circuit}}$

(ii) Fault Report Escalation Level Tree

Escalation will occur from lower to higher levels using the chain of command system i.e. it will be the responsibility of each level to notify the next higher level in the escalation tree until the level indicated in the proceeding table is reached.

If required, the first level escalation will occur one hour after the Trouble Ticket was open.

Escalation levels	Title
4	Sr. Manager and above
3	Manager
2	Team Lead
1	Floor Coordinators

In cases where an individual cannot be contacted, that level will be skipped and the next higher level notified. Unusual circumstances, such as multiple occurrences, may necessitate raising the notification for each level to assess the impact.

16.4.3 Service Installation Lead-time

On-net applications shall be installed within forty-five (45) business days from the acceptance of a valid order from Customer. Off-net applications shall be installed within forty five (45) business days from the acceptance of a valid order from Customer. The off-net interval shall be viewed as an objective and not a guarantee.

In the event that installation is delayed beyond the committed forty-five (45) business days for on-net service, Provider shall credit a percentage of the first full month invoice in accordance with the following table:

Business Days Late	Credit Structure (% of MRC Credited)
1 - 30	25%
31 - 60	50%
61 days +	100%

After a six (6) month review period, Provider will use commercially reasonable efforts to provide improved installation intervals based upon the average of the cumulative actual installation times over the six (6) month period.

If at any time during the service installation period, Provider determines that it lacks the facilities necessary to install the service and so notifies the Customer, the Customer will not be eligible to receive any SLG credits with regard to the affected circuit or service.

(i) Definition

Service Installation Period is defined as the period of time beginning on the date Provider accepts a completed service order from the Customer for installation of a new Domestic E1 Service circuit located within the 48 continuous United States and ending on the date Provider completes the installation of the service, so that the service becomes available for Customer's use.

(ii) Calculation

The Service Installation SLG is calculated from the date Provider accepts the Customer's completed order for the installation of a new Domestic E1 Service circuit through the date on which the circuit has been installed and the service is ready for the Customer's use. Provider will be deemed to have accepted Customer's order when Provider begins to fulfill the Customer's order.

(iii) Exclusions

All Service Installation measurements do not include delays caused, in whole or in part, from one or more of the causes set forth in Section 22, FORCE MAJEURE, of the Agreement.

- Any act or omission on the part of the Customer, its contractors, agents or vendors, including changing a previously accepted service order.
- Delays resulting from an order suspension due to credit issues involving the Customer.
- Delays resulting from extension of the access circuit demarcation point.

- Delays resulting from inaccurate or incorrect order information from the Customer.
- Unavailability of Customer's premises, CPE or facilities required to install service.
- Unavailability of Provider's equipment, facilities or bandwidth.

(iv) Service Orders

Provider will enter Service Orders within two (2) business days and provide jeopardy notification to Customer if capacity is not available within five (5) business days of the request from Customer. Provider shall endeavor to acknowledge fully compliant Service Orders within two (2) days of receipt, without conditioning such acknowledgement on the acceptance by Customer of any terms inconsistent with or in addition to those set forth in this Agreement. For the sake of clarity, no failure to meet the aforementioned objectives shall constitute a breach of the Agreement.

16.5 Outage Credits

With respect to the Network Availability and MTTR E1 SLGs, the non-compliance credit structure is based on monthly billing calculations. For any billing month in which Provider fails to meet the Network Availability or MTTR E1 SLGs described in this Section 16, the following credit structure will be applied to the net Monthly Recurring Charges (MRC) to the Customer's affected Domestic E1 circuits affected by the Network Outage.

Credit Limitation: If the Customer experiences network or service performance for Provider Domestic E1 service at levels below those stated in this document for both the MTTR and/or End-to-End Network Availability SLGs in the same month, the Customer is entitled to receive credits pursuant to one of the applicable credit sections only. Because MTTR and End-to-End Network Availability are two different ways of measuring the same interruption, Provider shall issue a credit for the method that results in a greater rebate. Provider will only issue a credit for one SLG on the same circuit within the same month. All credits will be applied to the Customer's account, appearing as a line item on a bill delivered within two complete billing cycles following Provider's confirmation of non-compliance with the SLG. When Provider meets the SLG that was not met in the previous month(s), application of the credit structure will be reset. In addition, Provider will not issue credits pursuant to the SLG for more than six (6) months in any 12-month period.

Network Availability and MTTR SLGs

E1	Consecutive Month(s) of Non-Compliance	Credit Structure (% of MRC Credited)
Type 1	1 st	5%
Type 1	2 nd	10%

E1	Consecutive Month(s) of Non-Compliance	Credit Structure (% of MRC Credited)
Type 1	3 rd	15%
Type 1	After 3 rd month	15% or Customer may terminate circuit without penalty

In the event that Provider is unable to satisfy any one of the MTTR or End-to-End Network Availability SLGs for one month, Provider will provide a credit equal to five percent (5%) of the Customer's MRC (for that specific circuit) after the application of discounts. If Provider does not meet the same SLG for the same circuit, Provider will provide a ten percent (10%) credit for the second consecutive month and a fifteen (15%) credit for the third consecutive month.

Following the third consecutive month and any consecutive month thereafter of failure to meet the MTTR or End-to-End Network Availability SLGs, the Customer may elect to continue service for that circuit inclusive of the credit, or may discontinue the circuit without liability except for charges incurred prior to discontinuance of service. If the Customer elects to cancel the circuit, the Customer must submit a written disconnect notice to the Customer's Provider Account team within thirty (30) days following the end of the third or subsequent consecutive month of failure to meet the applicable SLG. After the third consecutive month, Provider and Customer shall discuss remedies. Following an additional 30 days, if a mutually agreeable remedy cannot be reached, Provider may terminate its performance obligations under this Section 16 with respect to the affected circuit with fourteen (14) days written notice to Customer.

16.6 Events Beyond Control of Provider

All Network Availability and MTTR measurements do not include periods of service interruption resulting in whole or in part from one or more of the causes set forth in Section 22, FORCE MAJEURE, of the Agreement or one or more of the following:

- Provider services provided outside the contiguous U.S.
- Any act or omission on the part of the Customer, third party contractors or vendors, or any other entity over which the Customer exercises control or has the right to exercise control.
- The Customer's applications, equipment, or facilities, including any third party equipment within the Customers building.
- Provider or Customer scheduled maintenance.
- Events or occurrences that result in 'No Trouble Found' Trouble Tickets.
- Trouble Tickets associated with new installations.
- An interruption where the Customer elects not to release the service for testing and repair and continues to use it on an impaired basis.

- Interruptions during any period where Provider or its agents are not allowed access to the premises where the access lines are terminated.
- Master Trouble Tickets opened by Provider or by a qualified third party on behalf of Provider, such as those in the case of a fiber cut, are not included in the calculation of this Performance Standard. In circumstances when a master Trouble Ticket is opened, the Customer must also open a Trouble Ticket for the Network Outage in order to include it in the Performance Standard calculation.

ATTACHMENT 3

(ADD A NEW SECTION 38 TO EXHIBIT C AS FOLLOWS)

37.2 Provider will coordinate the Type 2 non-Provider provided connection on Customer's behalf. Provider charges are equal to or less than the effective Local Exchange Carrier (LEC) tariff or Competitive Access Provider (CAP) for similar services.

37.3 Type 2 service is eligible for a three (3) year discount on a one (1) year circuit term and a five (5) year discount on a three (3) year circuit term.

38. DOMESTIC U.S. E1 SERVICE

Domestic E1 Service allows Customer, the ability to provide European standard circuits to the Customer's end-users located in the continental United States. This is accomplished by providing the digital transport between the Carrier/Customer Point-of-Presence (PoP) and the end-user. Domestic E-1 Service is also known as an International Domestic Extension.

38.1 Domestic E1 Service offers the following options:

38.1.1. Provider will provide dedicated circuit between the Carrier/Customer PoP and the Customer's end users.

38.1.2. Type 1. For end-users located in buildings connected to Provider's network (i.e., Lit Buildings as defined herein), Provider will extend the Domestic E1 circuit from the International Test and Operations Center (ITOC) to the end-user location via (i) a Domestic Long haul extension to a Provider PoP and (ii) an in-building cross-connect. "Lit Buildings" are defined as Provider's then current on-net buildings. A current list of Lit Buildings shall be updated and provided to Customer on a quarterly basis.

38.1.3. Type 2. When required, Provider can extend Domestic E1 Service from the Customer/Carrier PoP to an end-user not located in Provider's Lit Buildings in the U.S. ("off-net service"). This requires (i) a Domestic Long haul extension to the Provider PoP; (ii) dual, synchronized T1 local loops between Provider's Domestic PoP and the end-user location; and (iii) Provider-provided Customer Premise Equipment (CPE).

38.2. Available Data Rates

38.2.1. Domestic E1 Service will be provisioned at the E1 (2.048Mb) rate. Provider will transport the Backhaul circuit over its facilities established between the International pops and the ITOCs. The E1 signal can be delivered as a clear channel E1 (2.048Mb), non-channelized, full bandwidth or as an unchannelized 1984k signal.

38.2.2. The following signaling interfaces are supported:

1984k: Twisted Pair G703, 120 Ohm balanced, V35, RS-449, RS-530

2048k: Twisted Pair G703, 120 Ohm, RJ45/48

ATTACHMENT 4

(ADD THE NEW ATTACHMENT C-18 AS SET FORTH BELOW)

AMENDMENT 13, ATTACHMENT 4 REDACTED

ATTACHMENT C-18
DOMESTIC U.S. E1 SERVICE PRICING

