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Verizon Northwest Inc.

P.O. Box 1003  
Everett, WA 98206-1003  
Fax: 425-261-5262

March 9, 2006

Ms. Carole J. Washburn,  
Executive Secretary  
Washington Utilities and  
Transportation Commission  
Chandler Plaza Building  
1300 S. Evergreen Park Drive SW  
Olympia, Washington 98504

Subject: **AFFILIATED INTEREST AGREEMENT – ADVICE NO. 262  
REF. UT-051247**

Dear Ms. Washburn:

Please substitute the enclosed document for the one that was included with our February 13, 2006 letter. The "Confidential" footer has been removed.

Please call me at 425-261-5006 if you have any questions.

Very truly yours,

A handwritten signature in black ink that reads "Richard E. Potter". The signature is written in a cursive style with a large, stylized "R" and "P".

Richard E. Potter  
Director  
Public Policy Affairs, Policy & Communications

Enclosure

AMENDMENT 17  
TO THE  
TELECOMMUNICATIONS SERVICES AGREEMENT  
BETWEEN  
VERIZON SERVICES ORGANIZATION INC.  
AND  
MCI NETWORK SERVICES, INC.

This Amendment 17 to the Telecommunications Services Agreement (Contract No. TSA010302-1) (Agreement) by and between MCI Network Services, Inc. (formerly known as 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 17 shall be effective upon full execution by both parties.

2. AGREEMENT MODIFICATION

- 2.1 ADD a new Section 40, MULTI-MEGABIT SERVICE, to Exhibit C as set forth in Attachment 1 of this Amendment.
- 2.2 REPLACE the existing Section 12 of Exhibit B with the new Section 12 as set forth in Attachment 2 of this Amendment.

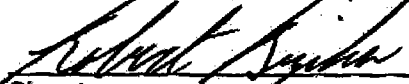
3. OTHER TERMS AND CONDITIONS

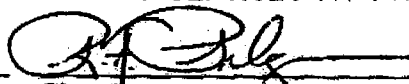
Except as specifically amended herein, the terms and conditions of the Agreement, including any Amendments thereto, shall remain in full force and effect during the term of the Agreement.

IN WITNESS WHEREOF the parties have entered into this Amendment 17 as of the date set forth above.

MCI NETWORK SERVICES, INC.

VERIZON SERVICES ORGANIZATION INC.

  
Signature

  
Signature

Robert Brjicha  
Print Name

ROBERT PILLERTH  
Print Name

Vice President  
Title

VICE PRESIDENT  
Title

11-28-05  
Date

11/30/2005  
Date

ATTACHMENT 1

(ADD THE FOLLOWING AS A NEW SECTION 40 TO EXHIBIT C)



40 MULTI-MEGABIT SERVICE

40.1 Definitions.

40.1.1 Circuit is defined as a dedicated high-speed Internet connection (T3, Fast Ethernet, OC3, OC12, OC48, OC192, Internet Dedicated Ethernet (IDE) or Gigabit Ethernet (GigE) circuits) in the contiguous United States.

40.1.2 IP Transit is defined as traffic from and to the upstream provider that will be routed to or from its destination across Provider's network to a destination that is not on Provider's IP backbone.

40.1.3 Paid Peering is defined as traffic to and from Customer that is going to or coming from a source on Provider's IP network. This traffic will not require carriage on a third party provider's network to reach its final destination.

40.1.4 IP Services is defined as IP Transit and Paid Peering.

40.2 Scope.

40.2.1 Provider shall provide Circuits between Customer's designated point of delivery and Provider's domestic Internet protocol ("IP") network ("Provider's IP Network") establishing Internet connectivity for Customer to route IP Services. Provider will bill Customer for IP Services based on a single rate per megabit as defined in Section 40.10.5 below and will not charge Customer for the Circuits.

40.2.2 To meet Customer's requirements for Multi-Megabit Service, Provider shall make certain capacity available to Customer in two phases pursuant to Customer's Points of Presence and Provider Implementation Schedule (Section 40.11) and as further defined in this Section 40. In order to effectuate Multi-Megabit Service, Customer will order and Provider will deliver Circuits necessary to deliver IP Services pursuant to Section 40.5, Provisioning and Order Forms.

40.3 Network Requirements.

40.3.1 Provider shall have a national OC 192 backbone network and provide direct service to the following regional hub locations: Cambridge MA, New York City NY, Newark NJ, Ashburn VA, Chicago IL, Los Angeles CA, Dallas TX, Atlanta GA, San Jose CA, Philadelphia, PA and Seattle WA ("Regional Hub Locations").

40.3.2 Customer will have established points of presence in peering exchanges (carrier neutral collocation facilities such as Equinix and PAIX) for most Regional Hub Locations. If necessary, Provider will backhaul traffic from such peering exchanges to connect with Provider's IP Network at no additional charge to Customer (Limited to Phase One Circuits as defined herein.)

40.3.3 Notwithstanding Section 40.3.2 above, Customer will deliver an OC48 Circuit to Provider's meet point at 210 Bent Street in Cambridge, MA to provide connectivity to 205 Bent Street in Cambridge, MA at Customer's expense.

40.3.4 Pursuant to the phased implementation schedule in Section 40.11, Provider will install facilities and services necessary for Provider to deliver Circuits ordered by Customer for IP Services.

40.3.5 If Customer's requested capacity at a single location requires multiple Circuits (i.e., two (2) OC-48's), Provider shall terminate each Circuit into a different border router in order to create diversity.

#### 40.4 Ramp-up Period and Term.

40.4.1 Provider shall deliver all Customer ordered Circuits, which are set forth in Section 40.11, in the following phases:

(i) Phase One Circuits – Within 60 days of receipt of complete firm order

(ii) Phase Two Circuits – No later than December 31, 2006

40.4.2 For diversity requirements, Circuits shall be delivered in pairs of two (2) locations at a time, as specified by Customer (e.g., New York and Cambridge, Newark and Ashburn, San Jose and Los Angeles).

40.4.3 Upon delivery of all ordered Phase One Circuits, Customer shall have a six (6) month ramp-up period to achieve an aggregate seven (7) Gigabits worth of traffic per month across all Regional Hub Locations (the "Minimum"), subject to the charges described in Section 40.10.5.

40.4.4 Following the six (6) month ramp-up period, Customer will also maintain at least thirty percent (30%) port utilization measured on an aggregate basis across all capacity supporting IP transit services (the "Port Utilization Requirement"). The Port Utilization Requirement will be effective two (2) monthly billing cycles following the last day of the calendar month in which any change occurred to the bandwidth available to Customer under this Amendment 17.

40.4.5 Customer can order additional capacity under the terms and conditions of this Agreement. Provider will evaluate its ability to support the capacity and diversity requirements. Provider will also provide the implementation dates on any additional orders beyond those defined in Phase One and Phase Two in Section 40.11 on an individual case basis.

40.4.6 Upon the first to occur of (i) reaching the Minimum or (ii) at the end of the six (6) month ramp-up period, the initial term for the IP Services shall begin and continue for a period of 24 months (the "IP Service Term"). Upon expiration of the IP Service Term, the services will continue on a month-to-month basis at the rates and terms specified within this Section 40, unless and until terminated by Customer or Provider with thirty (30) days' advance written notice.

40.5 Provisioning and Order Forms

- 40.5.1 This document does not by itself order any Circuits. Customer shall order Circuits by submitting a valid MCI Wholesale Internet Order Form ("Order Form") to Provider.
- 40.5.2 Order Forms shall specify all information reasonably necessary for Provider to provide the Circuits. Order Forms shall not contain substantive terms and conditions which conflict with the terms and conditions contained herein.
- 40.5.3 Provided that an Order Form is properly completed, Provider shall accept the Order Form and acknowledge its acceptance within twenty-four (24) hours after receipt.
- 40.5.4 Without modification to the Minimum, Customer may terminate any Circuit, including any associated services necessary for Provider to provision such Circuit, without incurring any termination or other charges that may be associated with such termination, provided the Circuit to be terminated has completed at least six (6) billing months of service (to avoid confusion, Customer does not have to complete six (6) billing months to provide notice of termination pursuant to this Subsection, but Customer is required to complete six (6) billing months before actual termination).

40.6 Technical Requirements

- 40.6.1 Provider shall provide a functional looking-glass (web or router based) with the ability to view actual routing table information, Multi-Exit Discriminator ("MEDs"), Local Preference (LP), and other Border Gateway Protocol ("BGP") attributes by the close of business on December 30, 2005 or earlier.
- 40.6.2 Provider shall support Request for Comment ("RFC") 1998 BGP communities and BGP MED values.
- 40.6.3 Provider shall allow Customer to influence traffic via RFC 1998 BGP communities and BGP MED values.
- 40.6.4 Provider shall be required to support BGP-4 with route-refresh capability and MD-5 authentication. Static routes may be used in rare cases to achieve External BGP Multi-hop.
- 40.6.5 Provider shall not activate RFC 2439 BGP Route Flap Damping against routes advertised by Customer nor institute any other type of penalty system against routes flapped by Verizon.
- 40.6.6 Provider shall support route-refresh capability, BGP MD-5 and EBGP multi-hop with a maximum of two (2) hops.
- 40.6.7 Provider shall have the capability to filter upstream route announcements to other carriers via BGP community string values

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40.7 Reporting Requirements.

40.7.1 Provider shall provide a daily route blocked report for each Customer BGP session. The route block report shall list the route announcements with prefix length from Customer that are being blocked based on a predetermined prefix access list. The route block report shall also include the total number of routes received from each Customer BGP session.

40.7.2 Provider shall provide weekly and monthly statistics on all Circuits. These reports must provide Customer with traffic peak, average utilization and ninety-five percent (95%) sampling values for each Circuit. These reports will be accessible through a website connection or through e-mail.

40.8 Testing Requirements.

40.8.1 After the initial Circuits are activated, Provider shall exchange local routes and their customers, not peers. This arrangement shall remain for a minimum of one (1) week.

40.8.2 After the initial test phase defined above, Provider may move into a full transit relationship depending on the level of service that Customer has established with Provider. Each Circuit turn up shall require up to fourteen (14) calendar days of continuous testing after BGP sessions are established.

40.9 Service Level Guarantees ("SLGs").

40.9.1 Provider's Service Level Guarantees set forth in Exhibit B, Section 12 of the Agreement shall apply to the Multi-Megabit Service defined herein.

40.9.2 Customer shall have the right to place a Service Assurance Agent ("SAA") probe (hardware based) within Provider's network.

40.10 Pricing.

40.10.1 To determine actual usage, Customer's IP Service traffic (both sent and receive traffic) will be sampled every five (5) minutes for the previous five (5) minute period. At the end of the month, the top five percent (5%) of sent traffic and the top five percent (5%) of receive traffic samples shall be discarded. The highest of the resulting ninety-fifth (95th) percentile for sent traffic or ninety-fifth (95th) percentile for receive traffic will be Customer's "Actual Usage".

40.10.2 Customer's Actual Usage across all Circuits will be compared to the greater of the Minimum or the Port Utilization Requirement as defined in Section 40.4.3 and 40.4.4 respectively. If Actual Usage across all Circuits is higher or equal to the greater of the Minimum or the Port Utilization Requirement, Customer will be billed for Actual Usage. If Actual Usage across all Circuits is less than the greater of the Minimum or the Port Utilization Requirement.

Customer will be billed for the number of megabits equal to the greater of the Minimum or the Port Utilization Requirement

40.10.3 All Usage will be billed at the single rate per megabit according to the Tiered Pricing Table set forth in Section 40.10.5.

40.10.4 Prior to the IP Service Term, as defined in Section 40.4.6, Customer will be billed for Actual Usage across all Circuits according to the Tiered Pricing Table set forth in Section 40.10.5 without reference to the Minimum.

40.10.5 Tiered Pricing Table

Price per Megabit	
0 - 7 Gigabit	\$19.00
7 - 10 Gigabit	\$18.00
10+ Gigabit	\$15.00

40.10.6 Provider shall not charge Customer installation charges, expedite charges, after-hours up-charges, domain name registration charges, or local access connection charges for the Phase One Circuits and Phase Two Circuits defined herein. Customer will be responsible for cancellation and non-administrative change charges as follows.

Cancellation and Change Charges	
Administrative Order Change	No Charge
Non-Administrative Order Change	
Pre Engineering	\$100.00
Post Engineering	\$250.00
Date Change	\$100.00
Cancellation Charge	
Pre Engineering	\$250.00
Post Engineering	\$1,000.00



40.11 Customer's Points of Presence and Provider Implementation Schedule. As set forth in Section 40.4.1, the Circuits to be provided are as follows:

Location	Phase1 Circuits	Quantity	Phase 2 Circuits	Quantity
111 8 <sup>th</sup> Avenue (Suite 304) New York City, NY	OC-48	2	OC-192	1
401 Broad Street Philadelphia, PA	N/A	N/A	TBD	TBD
21715 Filigree Court Ashburn, VA (Equinix)	OC-48	1	OC-192	1
205 Bent Street Cambridge, MA *	OC-48	1	OC-192	1
11 Great Oaks Blvd. San Jose, CA (Equinix)	N/A	N/A	OC-192	1
350 East Cermak Road Chicago, IL (Equinix)	OC-48	1	N/A	N/A
1950 North Stemmons Dallas, TX (Equinix)	OC-48	1	N/A	N/A
600 W. 7th St - 6th Floor Los Angeles, CA (Equinix)	OC-48	1	OC-192	1
56 Marietta Street NW Atlanta, GA (PAIX)	N/A	N/A	TBD	TBD
2001 Sixth Avenue Seattle, WA (PAIX)	N/A	N/A	TBD	TBD
165 Halsey Street Newark, NJ (Equinix)	OC-48	1	OC-192	1
* Provider is not located at 205 Bent Street. At Customer's expense, Customer will deliver an OC48 Circuit to Provider's meet point at 210 Bent Street to provide connectivity to 205 Bent Street.				

ATTACHMENT 2

(REPLACE THE EXISTING PAGES B-22, B-22A & B-22B (SEE AMENDMENT 2) WITH  
THE ATTACHED NEW PAGES B-22, B-22A, B-22B & B-22B(i).



## 11.4 Billing – Performance Measurements

Provider shall establish process controls to minimize failures based on statistical process controls (i.e. control charts, quantitative analysis, etc.)


11.4.1 The following performance standards will be measured on a monthly basis:

- (i) **Billing Accuracy:** Total dollars under valid dispute resolved in favor of Customer divided by total dollars invoiced. Criteria: < 1% of all invoiced amounts for Services billed during month.
- (ii) **Billing Timeliness:** Paper invoices received in twenty (20) calendar days following the end of the invoice usage month in which service was provided. Criteria: 100% received by 20<sup>th</sup> day. THIS PARAGRAPH SHALL NOT APPLY TO ANY AFFILIATE USING VISION SERVICE.
- (iii) **Dispute Resolution:** Resolve billing disputes and claims within sixty (60) days of notification. Criteria: All disputed/claimed dollars resolved within sixty (60) days of notification.

## 12. DEDICATED INTERNET ACCESS and MULTI-MEGABIT SERVICE

### Service Level Guarantees

12.1 **AVAILABILITY GUARANTEE.** Provider agrees to have the Provider network available for Customer's use of DEDICATED INTERNET ACCESS and MULTI-MEGABIT Service at all times (the "Availability Guarantee"). Upon Customer's request, Provider will calculate Customer's "Network Unavailability" (as defined herein) in any calendar month. For purposes of this Section, "Network Unavailability" consists of the number of minutes that the Provider network (or a Provider-ordered telephone company circuit within the contiguous 48 United States) was not available to Customer. Network Unavailability does not include unavailability continuing for one (1) hour or less which Customer fails to report to Provider within five (5) days, or any unavailability resulting from: (i) Provider network maintenance; (ii) any Customer-ordered telephone company circuits; (iii) Customer's applications, equipment or facilities; (iv) acts or omissions of Customer, or any use or user of the service authorized by Customer; or, (e) Force Majeure events (as defined in the Agreement). For each cumulative hour of Network Unavailability or fraction thereof in any calendar month, upon Customer's request, Provider will give Customer (i) a credit in an amount equal to the pro-rated charges for one day of the Provider monthly recurring charge applicable to the affected DEDICATED INTERNET ACCESS Service or (ii) a credit in the amount equal to the pro-rated usage charges for one day of Provider's Price per Megabit charges applicable to the affected DEDICATED INTERNET ACCESS and MULTI-MEGABIT Service.

12.2 **LATENCY GUARANTEES.** Provider agrees that (i) with respect to DEDICATED INTERNET ACCESS and MULTI-MEGABIT Service within the contiguous 48 United States, the average round-trip transmission between Provider-designated inter-regional transit backbone routers ("Hub Routers") will be less than or equal to 55 milliseconds, and (ii) with respect to "European" 

DEDICATED INTERNET ACCESS and MULTI-MEGABIT Service, the average round-trip transmission between Provider designated Hub Routers within Europe will be less than or equal to 55 milliseconds; and, (iii) with respect to "transatlantic" DEDICATED INTERNET ACCESS and MULTI-MEGABIT Service, the average round-trip transmission between a Provider Hub Router in the New York metropolitan area and a Provider Hub Router in the London metropolitan area will be less than or equal to 95 milliseconds (collectively, the "Latency Guarantees"). "Latency" shall be measured by averaging sample measurements taken during a calendar month between Hub Routers. Each month, Provider's network performance statistics relative to the Latency Guarantees described herein shall be posted at [http://www.wcom.com/terms/service\\_level\\_guarantee/t\\_sla\\_latency.phtml](http://www.wcom.com/terms/service_level_guarantee/t_sla_latency.phtml). If Provider fails to meet the Latency Guarantees in any calendar month, upon Customer's request, Provider will give Customer (i) a credit in an amount equal to the pro-rated charges for one day of the Provider monthly recurring charge applicable to the affected DEDICATED INTERNET ACCESS Service or (ii) a credit in the amount equal to the pro-rated usage charges for one day of Provider's Price per Megabit charges applicable to the affected DEDICATED INTERNET ACCESS and MULTI-MEGABIT Service; provided, however, Customer will not be entitled to a credit hereunder if the failure to meet the Latency Guarantees is attributable to a Force Majeure event (as defined in the Agreement).

- 12.3 **REPORTING GUARANTEE.** Provider agrees to notify Customer within fifteen (15) minutes after Provider's determination that Customer's DEDICATED INTERNET ACCESS and MULTI-MEGABIT Service is unavailable (the "Reporting Guarantee"). Provider will "ping" Customer's router every five minutes. If Customer's router does not respond after two consecutive five-minute ping cycles, Provider will deem the DEDICATED INTERNET ACCESS and MULTI-MEGABIT Service unavailable and will contact Customer's designated point of contact (via telephone, email, fax or pager). The Reporting Guarantee is only available for DEDICATED INTERNET ACCESS and MULTI-MEGABIT Service provided within the contiguous 48 United States and is applicable only if Customer completes Provider's Carrier Dedicated Internet Order Form in its entirety. Customer is solely responsible for providing Provider accurate and current contact information for Customer's designated point of contact. Provider will be deemed to have satisfied its obligations hereunder if Provider contacts Customer's designated point of contact as described hereunder (i.e., Provider will not be responsible for out-of-date or inaccurate contact information). If Provider fails to meet the Reporting Guarantee, upon Customer's request, Provider shall give Customer (i) a credit equal to the pro-rated charges for one day of the Provider monthly recurring charge applicable to the affected DEDICATED INTERNET ACCESS Service or (ii) a credit in the amount equal to the pro-rated usage charges for one day of Provider's Price per Megabit charges applicable to the affected DEDICATED INTERNET ACCESS and MULTI-MEGABIT Service; provided, however, Customer will not be entitled to a credit hereunder if the failure to satisfy the Reporting Guarantee is attributable to a Force Majeure event (as defined in the Agreement). Further, Customer may only obtain one (1) credit per day (i.e., regardless of how often Provider failed to meet the Reporting Guarantee in such day).

12.4 NETWORK PACKET DELIVERY GUARANTEE. Provider agrees to the following packet delivery guarantees (collectively, the "Network Packet Delivery Guarantees").

- i) North American Network Packet Delivery: Packet delivery of at least 99.5% between Provider-designated Hub Routers in North America.
- ii) European Network Packet Delivery: Packet delivery of at least 99.5% between Provider-designated Hub Routers within Europe.
- iii) Transatlantic Network Packet Delivery: Packet delivery of at least 99.5% or greater between a Provider-designated Hub Router in the New York metropolitan area and a Provider-designated Hub Router in the London metropolitan area.

"Packet Delivery" shall be measured by averaging sample measurements taken during a calendar month between applicable Hub Routers. Each month, Provider's network performance statistics relative to the Network Packet Delivery Guarantees described herein shall be posted at [http://www.wcom/terms/service\\_level\\_guarantee/t\\_sla\\_packet.shtml](http://www.wcom/terms/service_level_guarantee/t_sla_packet.shtml). If Provider fails to meet any Network Packet Delivery Guarantee in any calendar month, upon Customer's request, Provider will give Customer (i) a credit in an amount equal to the pro-rated charges for one day of the Provider monthly recurring charge applicable to the affected DEDICATED INTERNET ACCESS Service or (ii) a credit in the amount equal to the pro-rated usage charges for one day of Provider's Price per Megabit charges applicable to the affected DEDICATED INTERNET ACCESS and MULTI-MEGABIT Service; provided, however, Customer will not be entitled to a credit hereunder if the failure to satisfy a Network Packet Delivery Guarantee is attributable to a Force Majeure event (as defined in the Agreement).

## 12.5 DENIAL OF SERVICE RESPONSE GUARANTEE

12.5.1 A "Denial of Service Attack" is defined as an explicit attempt by attackers to prevent legitimate users or a service from using that service. In the event of a Denial of Service Attack, Customer must immediately call Provider at 1-800-900-0241 and complete a Trouble Ticket, which Trouble Ticket must include the following information: Customer Name, Account Number, Caller Name, Caller Phone Number, Caller E-mail address and possible destination IP address/type of attack. Provider agrees to respond to the Denial of Service Attack reported by Customer within fifteen (15) minutes of Customer opening a complete Trouble Ticket (the "Denial of Service Response Guarantee"). If Provider fails to satisfy the Denial of Service Response Guarantee, upon Customer's request, Provider will give Customer (i) a credit in an amount equal to the pro-rated charges for one day of the Provider monthly recurring charge applicable to the affected DEDICATED INTERNET ACCESS Service or (ii) a credit in the amount equal to the pro-rated usage charges for one day of Provider's Price per Megabit charges applicable to the affected DEDICATED INTERNET ACCESS and MULTI-MEGABIT Service; provided, however, Customer will not be entitled

to a credit hereunder if the failure to satisfy a Denial of Service Response Guarantee is attributable to a Force Majeure event (as defined in the Agreement). Further, Customer may only obtain one (1) credit per day (i.e., regardless of how often Provider failed to meet the Denial of Service Response Guarantee in such day).

## 12.6 CREDITS

12.6.1 In order to receive a credit described in Sections 12.1 through 12.5 above, Customer must (i) immediately report a network outage to the appropriate Customer Service Center shown below and open a Trouble Ticket, and (ii) make a request for a credit in writing within ten (10) days following the end of the month in which Provider failed to satisfy one of the Service Level Guarantees as described above. Upon receipt of Customer's request, Provider will investigate the claim and determine compliance or non-compliance under the terms described herein. Provider will utilize the previous month's data, if available, or monitor the Service Level Guarantees in the following month.

- Wholesale Customer Service Center – Tulsa, Oklahoma (800) 828-4984 (P)
- Customer Service Center – Ashburn, Virginia (800) 900-0241

When contacting Provider for verification of a Service Level Guarantee, Customer must have a log for the applicable billing month reflecting the following information concerning each Service outage:

- Ticket ID number.
- Date and time Trouble Ticket was opened and DEDICATED INTERNET ACCESS and MULTI-MEGABIT Service restored.
- Circuit ID(s) for the corresponding DEDICATED INTERNET ACCESS and MULTI-MEGABIT Service outage.
- Number of impacted Dedicated Internet Access and Multi-Megabit ports.

12.6.2 Customer will not be entitled to a credit in the event Provider's failure to satisfy a Service Level Guarantee described herein is attributable to or caused by any equipment over which Customer exercises control (e.g. customer premise equipment (CPE)).

12.6.3 Major network outages affecting the entire Provider network will be handled on an individual case basis as determined by Provider. Further, any resolution will be applied in a non-discriminatory manner.

## 13. METRO PRIVATE LINE SONET SERVICE LEVEL GUARANTEE (SLG)

13.1 The Metro Private Line Service Level Guarantee (SLG) applies to Type 1 (On Net) Metro Private Line SONET Service circuits provided in the 48 contiguous United States. Customer will be eligible to receive special credit allowances for failure by Provider to satisfy two Performance Standards: "Service Availability" and "Mean Time to Repair (MTTR)".

13.2 Definitions: For purposes of this Section 13, the following definitions apply:

13.2.1 Mean Time to Repair (MTTR): MTTR is the period of time commencing with the date and time Customer first informs Provider of a circuit Service