UT-051247-AF Om 2-12-09 Verizon Do Action

Verizon Northwest Inc.

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

December 29, 2008

Washington Utilities and Transportation Commission P.O. Box 47250 1300 S. Evergreen Park Drive SW Olympia, Washington 98504-7250

Subject:

AFFILIATED INTEREST AGREEMENT - ADVICE NO. 379

Ref. Docket UT-051247

To whom it may concern:

Enclosed for the Commission's file is a verified copy of Amendment 43 to a Telecommunications Services Agreement between Verizon companies, including and Verizon Northwest Inc., and MCI Communications Services, Inc. The footer notwithstanding, the companies are not requesting confidential treatment of this document.

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

Very truly yours,

Richard E. Potter

Director

Public Affairs, Policy & Communications

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VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed is a true copy of Amendment 43 to a Telecommunications Services Agreement between Verizon companies, including and Verizon Northwest Inc., and MCI Communications Services, Inc.

Richard E. Potter

Director

Verizon Northwest Inc.

AMENDMENT 43 TO THE TELECOMMUNICATIONS SERVICES AGREEMENT BETWEEN VERIZON SERVICES ORGANIZATION INC. AND MCI COMMUNICATIONS SERVICES, INC.

This Amendment 43 to the Telecommunications Services Agreement (Contract No. TSA010302-1) ("Agreement") by and between MCI Communications Services, Inc. d/b/a Verizon Business Services, 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 43 shall be effective upon full execution by both parties. Notwithstanding anything to the contrary contained in this Agreement, the term of this Agreement and the other terms and conditions hereof, are subject to applicable law and regulatory approval. Accordingly, although this Amendment is executed by both Parties, to the extent that any state statute, order, rule or regulation or any regulatory agency having competent jurisdiction over one or both parties to this Agreement, shall require that this Amendment or any subsequent amendment be filed with or approved by such regulatory agency before the amendment may be effective, the Amendment shall not be effective in such state until the first business day after such approval or filing shall have occurred.

2. REGULATORY APPROVAL

This Agreement is subject at all times to any statute, order, rule, or regulation or any state or regulatory agency having competent jurisdiction over one or both of the parties hereto or the services provide hereby. Verizon and Customer agree to cooperate with each other and with any applicable regulatory agency so that any and all necessary approvals may be obtained. During the term of this Agreement, the parties agree to continue to cooperate with each other in any review of this Agreement including subsequent amendments by a regulatory agency so that the benefits of this Agreement or such amendment may be achieved. If any such agency accepts this Agreement or any amendment in part and rejects it in part, or makes a material modification to the Agreement or amendment as a condition of its approval, either party may terminate the Agreement or Amendment in its entirety without penalty or liability.

3. NEW CONFERENCING SERVICE RATES

Notwithstanding anything to the contrary contained in Section 45 to Exhibit C (as reflected in Amendment 26), commencing as of January 1, 2009, the parties agree to substitute Subsections 45.1, 45.2, 45.4, 45.5, 45.7, 45.10 and 45.11 of Exhibit C to read in their entirety as shown below.

45.1 Domestic Audio Conferencing Service:

Customer will pay the following rates per minute for domestic Audio Conferencing Service calls that originate and terminate in the U.S. Mainland,

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Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands, with rounding to the next higher full minute. Charges for services other than Toll Meet Me are inclusive of both bridging and transport, unless otherwise noted below. Customer is responsible for all other charges associated with domestic Audio Conferencing at the then applicable rates set forth in the Guide.

Service Level / Access Type	Rate Per Minute
Unattended Toll Free Meet Me	\$0.0300
Unattended Toll Free Meet Me (bridging only)	\$0.0250
Instant Meeting Toll Free Meet Me / Dial Out	\$0.0300
Instant Meeting Toll Meet Me (bridging only)	\$0.0250
Standard Dial Out	\$0.1800
Standard Toll Free Meet Me	\$0.1500
Standard Toll Meet Me (bridging only)	\$0.1300
Premier Dial Out	\$0.2200
Premier Toll Free Meet Me	\$0.1900
Premier Toll Meet Me (bridging only)	\$0.1800

45.2 Canadian Audio Conferencing:

For Audio Conferencing Dial Out and Toll Free Meet-Me Access (1) originating in the U.S. Mainland, Alaska, Hawaii, and the U.S. Virgin Islands and terminating in Canada, and (2) originating in Canada and terminating in the U.S. Mainland, Alaska, Hawaii, and the U.S. Virgin Islands, Customer will pay, in lieu of standard rates and any discounts, the per-minute per-bridge port fixed rates described herein. Charges are inclusive of both bridging and transport, unless otherwise noted below. Transport rates applicable to "bridging only" charges described below will be those transport rates otherwise applicable under the Agreement. Customer is responsible for all other charges associated with Canadian Audio Conferencing Service at the then applicable rates set forth in the Guide.

Service Level / Access Type	Rate Per Minute (US\$)	
Canada Unattended Toll Free Meet Me	\$0.0400	
Canada Instant Meeting Toll Free Meet Me	\$0.0400	
Canada Standard Dial Out	\$0.1800	
Canada Standard Toll Free Meet Me	\$0.1600	
Canada Premier Dial Out	\$0.2400	
Canada Premier Toll Free Meet Me	\$0.2100	

45.4 Instant Meeting Replay and Instant Replay Plus:

In lieu of any other rates or discounts, Customer will pay the following rates per minute for Instant Meeting Replay Service and Instant Replay Plus Service. Customer will be responsible for all other charges associated with Instant Meeting Replay and Instant Replay Plus Services at the then applicable rates set forth in the Guide.

Toll and Toll Free Access	Rate Per Minute
Instant Meeting Replay	\$0.1500
Instant Replay Plus	 \$0.1500

45.5 Global Access Transport Charges (U.S. Bridged):

The following per-minute per bridge-port usage charges apply in the following countries based on availability of service, zone and origination access type. Bridging charges are additional and are priced at Customer's applicable Toll Meet-Me Access rate per minute. Global Access Transport charges are not eligible for any additional discounts.

Originating Access Method		
Zone	Local Toll	Local Freephone
A	\$0.0300	\$0.0700
В	N/A	N/A
С	\$0.0700	\$0.1200
D	\$0.0800	\$0.1200
E	\$0.1400	\$0.1400
: F	N/A	\$0.1600
G	N/A	\$0.3600

45.7 Domestic Per-Minute Net Conferencing:

Customer will pay the following per minute rates for Per-Minute Instant, Advanced, Reserved and Customized Net Conferencing. Customer will be responsible for all other charges associated with Net Conferencing Service at the then standard rates set forth in the Guide.

Net Conferencing	Rate Per Minute Per Participant
Instant, Reserved or Customized	\$0.1592

45.10 Domestic ISDN Video Conferencing Service:

In lieu of any other rates or discounts, Customer will pay the following port usage charges per minute per video bridge port and the following dial-out transport charges per minute for transport (per 2 channels 112/128 Kbps), with rounding to the next higher minute. Customer will be responsible for all other charges associated with Domestic ISDN Video Conferencing Service at the then applicable rates set forth in the Guide.

ISDN Bridging	Rate Per Minute Per Site
Premier*/Standard/Unattended ISDN Bridging	\$0.7500
Instant Video ISDN Bridging	\$0.7000
*Additional Per Call Per Minute charge for Premier Level Video Conferencing	\$1.5000
Transport	Rate Per Minute Per Site per 112/128 Kbps
United States	\$0.1000
Australia	\$0.1500
Hong Kong	\$0.1500
Japan	\$0.1500
Singapore	\$0.1500
United Kingdom	\$0.1000

The following Regions are defined in the Guide	
Video-Region 1	\$0.4000
Video-Region 2	\$0.4000
Video-Region 3	\$0.4000
Video-Region 4	\$4.0000

45.11 Domestic IP Access Video Conferencing Service:

In lieu of any other rates or discounts, Customer will pay the following bridging charges per minute per video bridge port, based on port speed. Customer will be responsible for all other charges associated with Domestic IP Access Video Conferencing Service at the then applicable rates set forth in the Guide.

IP Access Video Port Bridging Speed	Premier* Standard Unattended Rate Per Minute Per Site	Instant Video Rate Per Minute Per Site
Less than 385 Kbps	\$0.7500	\$0.7000
385 Kbps – 768 Kbps	\$1.0000	N/A
769 Kbps – T1	\$1.3500	N/A
*Additional per call per minute charge for Premier Level Video Conferencing	\$1.5000	N/A

4. OTHER TERMS AND CONDITIONS

Except as specifically amended herein, the terms and conditions of the Agreement, including any other 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 43 as of the date set forth above.

MCI COMMUNICATIONS SERVICES, INC.	VERIZON SERVICES-QRGANIZATION INC
medina Heller	E.M. Lyan
Signature /	Signature
Melissa Heffey	Edward M. Ryan
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13-10-08	12-2-08
Date	Date

MCI/VERIZON (07/26/01) TSA010302-1 Amendment 43 (11/25/08)

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