



Verizon Northwest Inc.

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April 17, 2009

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

2009 APR 20 AM 8:01
RECEIVED
WASHINGTON UTILITIES AND
TRANSPORTATION
COMMISSION

Subject: AFFILIATED INTEREST AGREEMENT – ADVICE NO. 386
Ref. UT-051247

To whom it may concern:

Enclosed for the Commission's file is a verified copy of Amendment 47 to a Telecommunications Service Agreement between Verizon Services Organization Inc., on behalf of Verizon telephone operating companies, including and Verizon Northwest Inc., and MCI Communications, Inc. The footer notwithstanding, the companies are not seeking 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

Enclosure

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed is a true copy of Amendment 47 to a Telecommunications Service Agreement between Verizon Services Organization Inc., on behalf of Verizon telephone operating companies, including and Verizon Northwest Inc., and MCI Communications, Inc.

Richard E. Potter Date: 4.17.09

Richard E. Potter
Director
Verizon Northwest Inc.

AMENDMENT NO. 47

INTERNATIONAL TOLL FREE SERVICE (ITFS)

This International Rate Amendment No. 47 (the "Amendment") is made as of the 26 day of March, 2009 by and between Verizon Services Organization Inc. ("Customer") and MCI Communications, Inc. d/b/a Verizon Business Services ("Verizon") to that certain Telecommunications Services Agreement dated July 26, 2001, including the Program Enrollment Terms and all applicable Attachments and previous Amendments thereto (collectively, the "Agreement"). In the event of any conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall control.

The parties agree for good and valuable consideration, intending legally to be bound, as follows:

1. **SPECIAL INTERNATIONAL RATES.** Commencing within ten (10) business days following the date this Amendment is executed by both parties and receives a satisfactory credit review by Verizon's Corporate Credit department, (which date shall be filled in by Verizon in the area provided following the signature block of this Amendment) Customer will receive the rate(s) (the "Special International Rates") for the jurisdictions and INTERNATIONAL TOLL FREE SERVICE (ITFS) checked below and set forth on Attachment No. 1 attached hereto and incorporated herein by reference with respect to the Service(s) and country(ies) listed. Customer's International rates for all other INTERNATIONAL TOLL FREE SERVICE (ITFS) (i.e., Services other than those specifically identified on Attachment No. 1) as well as rates to countries not listed will be as set forth in the Agreement. [Note: If a Special International Rate for a particular country is described in a previous Amendment, the Special International Rate reflected in the latest dated Amendment will control.]

INTERNATIONAL TOLL FREE SERVICE (ITFS)

CARRIER ORIGINATION

SWITCHLESS

END USER DEDICATED

2. **MODIFICATION OF CHARGES.** In consideration of good and valuable consideration, including without limitation, the Special International Rates described above, the receipt and sufficiency of which are hereby acknowledged, notwithstanding anything to the contrary contained in the Agreement, Verizon reserves the right to modify all of Customer's Switchless Toll Free, Carrier Origination, and/or End User Dedicated Toll Free Service rates from International locations (including the Special Rates described in Section 1 above) upon not less than thirty (30) calendar days' prior notice to Customer, which notice will state the effective date for the charge modification and may be sent by e-mail. Provided, however, any charge modifications under this Section 2 shall not exceed then-current generally available Verizon charges for comparable services.

3. **OTHER PROVISIONS.** Except as specifically amended or modified herein, the terms and conditions of the Agreement, including without limitation, Customer's commitment(s), if any, will remain in full force and effect throughout the Service Term and any extensions thereof.

IN WITNESS WHEREOF the parties have entered into this Amendment No. 47 on the date first written above.

VERIZON SERVICES ORGANIZATION INC.

By: Dan Yong

Print Name: Dan Yong

Title: Sr. Consultant - Sourcing

Date: 3/20/09

MCI COMMUNICATIONS SERVICES, INC.

By: Catherine Hopiard

Print Name: Catherine Hopiard

Title: SSC Wholesale Contract Mgmt

Date: 3/26/09

CREDIT REVIEW DATE: 3/25/09
md

**ATTACHMENT NO. 1
TO
AMENDMENT NO. 47
DATED March 26, 2009**

ATF-DEDICATED & CBL ITFS Rates

Rates are not discountable

Locations	Carrier Origination/End User Dedicated Rate	Switchless Rate
India	\$0.1560	\$0.1760