



Verizon Northwest Inc.

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December 7, 2009

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. 414
Ref UT-051247

RECEIVED
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To whom it may concern:

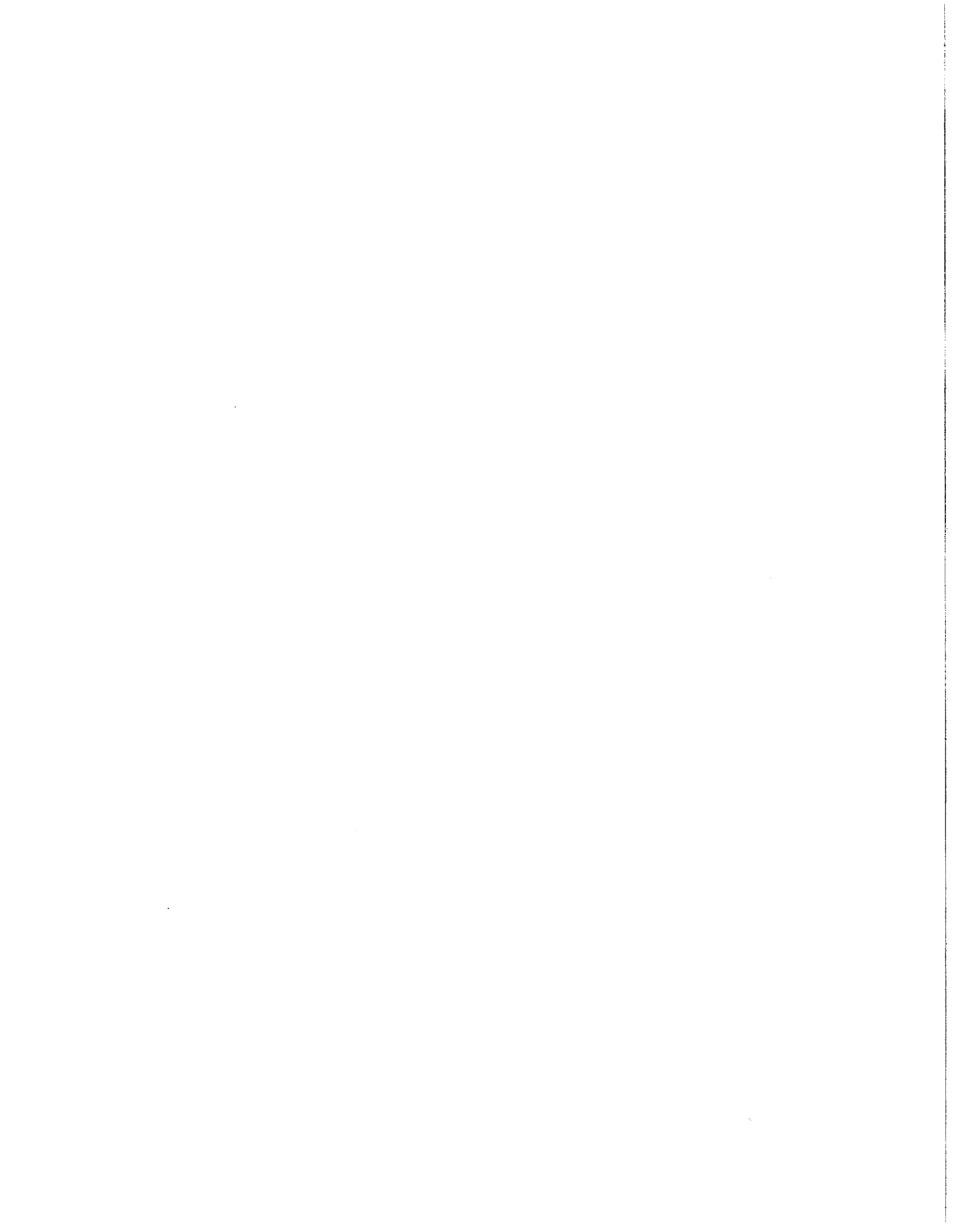
Enclosed for the Commission's file is a verified copy of Amendment 49 to a Telecommunications Services Agreement between Verizon Services Organization Inc., on behalf of Verizon companies including Verizon Northwest Inc., and MCI Communications Services, Inc. The amendment updates rates for Advanced Toll Free Services. 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,

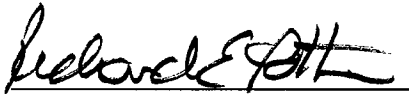
Richard E. Potter
Director
Public Affairs, Policy & Communications

Enclosure

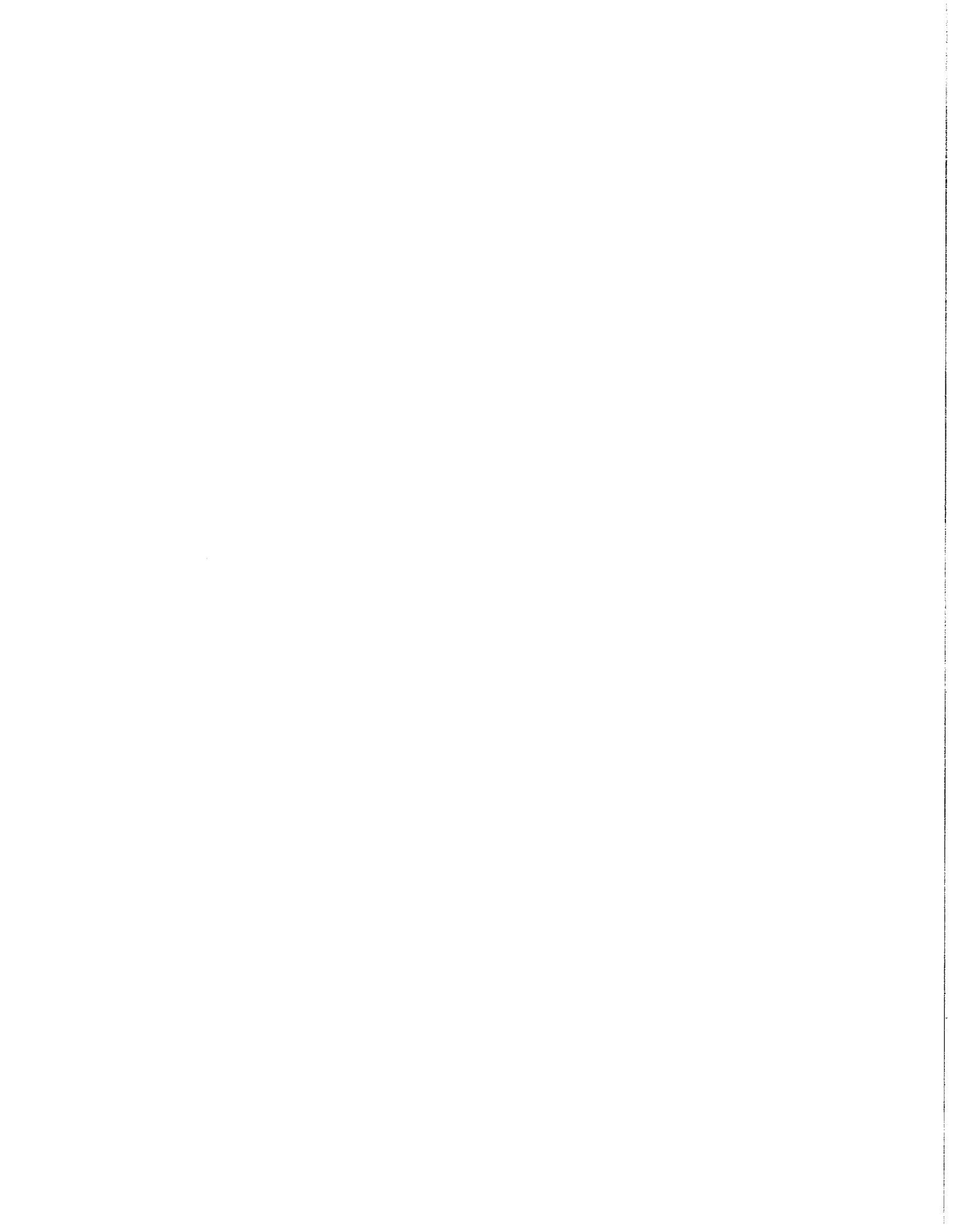


VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed is a true copy of Amendment 49 to a Telecommunications Services Agreement between Verizon Services Organization Inc., on behalf of Verizon companies including Verizon Northwest Inc., and MCI Communications Services, Inc.

 Date: 12-7-09

Richard E. Potter
Director
Verizon Northwest Inc.



AMENDMENT 49
TO THE
TELECOMMUNICATIONS SERVICES AGREEMENT
BETWEEN
VERIZON SERVICES ORGANIZATION INC.
AND
MCI COMMUNICATIONS SERVICES, INC.

This Amendment 49 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 49 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. Provider 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. AGREEMENT MODIFICATIONS

3.1 Exhibit C, Section 14, ADVANCED TOLL FREE, REPLACE in its entirety as set forth in Attachment 1 to this Amendment, which ADVANCED TOLL FREE Services will be subject to the ABB rating structure.

3.2 Exhibit C, Attachment C-5, REPLACE in its entirety as set forth in Attachment 2 to this Amendment.

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 49 as of the date set forth above.

MCI COMMUNICATIONS SERVICES, INC.

VERIZON SERVICES ORGANIZATION INC.

Catherine Hopland
Signature

Dan Yong
Signature

Catherine Hopland
Print Name

Dan Yong
Print Name

mgr. contract mgmt.
Title

Senior Consultant - Sourcing
Title

11/5/09
Date

11/2/09
Date

ATTACHMENT 1

(REPLACE SECTION 14, PAGES C-14 THROUGH C-15 OF EXHIBIT C AS SET FORTH BELOW)

800# has 9 points of Geographic Routing	\$50.00	\$25.00		
800# has 10 points of Geographic Routing	\$100.00	\$50.00		
800# has 20 points of Geographic Routing	\$150.00	\$75.00		
Miscellaneous Charges:				
Payphone Surcharge	\$.24/call			
Reservation Fee (Vanity #s only)	\$25.00/#			
Unicom Tools:				
Toll Free Reports		\$300		
Customer Controlled Reconfiguration (CCR)	\$500	\$500		

14. **ADVANCED TOLL FREE SERVICES**

14.1 Verizon will provide “**ADVANCED TOLL FREE Services**” or “**ATF Services**” which include the services listed below subject to the terms, conditions, charges and discounts set forth herein:

14.1.1 *ATF DEDICATED Service* which is Verizon's origination of calls and the termination of such calls to Service Interconnection(s) (as defined in Section 1.7 of this Exhibit). *ATF DEDICATED Service* includes *ATF DEDICATED INTERNATIONAL TOLL FREE SERVICE (ITFS)* (or *ATF DEDICATED ITFS*) and *ATF DEDICATED UNIVERSAL INTERNATIONAL FREEPHONE NUMBER (UIFN) Service* (or *ATF DEDICATED UIFN Service*) which is the international origination of calls by Verizon and the termination of such calls to Service Interconnection(s).

14.1.2 *ATF COMMON BUSINESS LINE Service* or *ATF CBL Service* which is Verizon's TDM origination of calls and the switchless TDM termination of such calls to Customer's ANIs. *ATF CBL Service* includes *ATF CBL INTERNATIONAL TOLL FREE SERVICE (ITFS)* (or *ATF CBL ITFS*) and *ATF CBL UNIVERSAL INTERNATIONAL FREEPHONE NUMBER (UIFN) Service* (or *ATF CBL UIFN Service*) which is the international origination of calls by Verizon and the termination of such calls to the 48 contiguous United States solely over facilities comprising the Verizon network.

14.1.3 *ATF IP Service* which is Verizon's (i) TDM origination of calls from the Public Switched Telephone Network (PSTN), (ii) conversion of such calls to Internet Protocol (IP) packets, and (iii) delivery of such calls via Verizon's SIP Internet Access (SIA) Service, Dedicated Internet Access (DIA) Service or a third party internet service provider (ISP) (hereinafter referred to as “**IP Delivery**”) for termination to a particular ATF IP endpoint. *ATF IP Service* includes *ATF IP INTERNATIONAL TOLL FREE SERVICE (ITFS)* (or *ATF IP ITFS*) and *ATF IP UNIVERSAL INTERNATIONAL FREEPHONE NUMBER (UIFN) Service* (or *ATF IP UIFN Service*) which includes the international origination of calls by Verizon and IP Delivery for termination of such calls to a particular ATF IP endpoint.

14.2 With respect to ATF Services, this Section 14 incorporates by reference Verizon Tariff FCC No. 1 (with respect to domestic interstate and international Service) and each applicable state tariff (with respect to intrastate Service) (collectively, the “**Tariffs**”) filed by Verizon or its affiliates. In the event Verizon (or its affiliates) cancel such Tariffs, any applicable Tariff references will be replaced by applicable terms and conditions set forth in that

certain "Service Publication and Price Guide" (the "Guide") which is available to Customer at the following website (www.verizonbusiness.com/guide) and at Verizon's offices at 22001 Loudoun County Parkway, Ashburn, Virginia 20147. The Tariffs and the Guide may be modified from time to time and thereby affect the Services furnished; provided, however, the terms and conditions contained in the WTSAs, the Switched Services Addendum and this Attachment shall supplement, or to the extent inconsistent, supersede the terms and conditions set forth in the Tariff or the Guide, if applicable. Any modifications to the Guide will be effective as set forth in Subsection 4.B. (General Terms and Conditions) of the Guide. A description of ATF Services is set forth in the Guide under Feature Option C-2 (formerly Feature Option 3B).

14.3 With respect to ATF IP Service, the parties agree to reasonably cooperate in testing as specified in the Verizon Interoperability Lab Test Plan. ATF IP Service is conditioned upon Customer's complete supportability of Verizon's IPECC Trunk Interface – Network Interface Specification, which Specification may be modified, changed or updated from time to time.

14.4 For purposes of this Section 14, with respect to domestic ATF CBL Service, "Originating LEC" shall mean the LEC from which an inbound call originates and "Terminating LEC" shall mean the LEC to which an inbound call terminates based upon the NPA/NXX designations, or complete ANI systems if and when the capability is developed to process such information, as determined in the Local Exchange Routing Guide (LERG). Further, the jurisdiction of domestic ATF DEDICATED Service is based on the NPA/NXX assigned to the trunk group that is interconnected to Verizon from Customer at the Verizon POP Location.

14.5 Applicable Terms and Conditions.

14.5.1 In the event any ruling, decision or determination by the FCC or any court of competent jurisdiction concerning internet-enabled calls is inconsistent with the description of ATF IP Service as described herein, Verizon reserves the right to modify the description to be consistent with such ruling, decision or determination.

14.5.2 In order to utilize ATF IP Service, Customer must connect to Verizon's ATF IP platform in a manner and at locations determined by Verizon. Subject to Verizon's approval, the connection may be made,

14.5.2.1 via the Public Internet;

14.5.2.2 via SIP INTERNET ACCESS Service with Verizon; or

14.5.2.3 via DEDICATED INTERNET Service with Verizon (excluding "Wholesale Burstable Internet Service" and "Wholesale Tiered Internet Service").

14.5.3 Start of Service (i) for ATF DEDICATED Service will be concurrent with the activation of each circuit comprising a Carrier PLUS Service Interconnection relevant to ATF DEDICATED Service, and (ii) for ATF CBL Service and ATF IP Service will be on a Toll Free Number by Toll Free Number basis concurrently with the activation of each Toll Free Number to be served.

14.5.4 Verizon will provide ATF DEDICATED ITFS, ATF DEDICATED UIFN Service, ATF CBL ITFS, ATF CBL UIFN Service, ATF IP ITFS and ATF IP UIFN Service subject to availability as determined solely by Verizon, which availability can change at any time and without notice. Upon Verizon's receipt of a Service Request from Customer, Verizon will obtain for Customer, at no cost to Customer, a toll free number (the "ITFS Number") from the applicable PTT on a random basis (i.e., no specific number requests will be accepted by Verizon) for use by Customer in connection with the Dialing Pattern, or a universal international freephone number (the "UIFN Number") from the International Telecommunications Union (ITU). ITFS Numbers and UIFN Numbers will be translated to a Verizon-designated U.S. toll free number. Verizon will reasonably notify Customer of the various international dialing patterns (the "Dialing Pattern") used by those countries in which ATF DEDICATED ITFS, ATF DEDICATED UIFN Service, ATF CBL ITFS, ATF CBL UIFN Service, ATF IP ITFS and ATF IP UIFN Service are provided by Verizon. Customer acknowledges that each UIFN Number obtained for Customer must be activated within ninety (90) days from the date the UIFN Number is reserved with the UIFN Registrar. In the event a UIFN Number is not activated within such 90-day period, Customer acknowledges such UIFN Number may be canceled.

14.5.5 Customer acknowledges that ITFS Numbers and UIFN Numbers can be disconnected by non-Verizon partners at any time and without notice and Verizon is not liable for such disconnected ITFS Numbers or UIFN Numbers. Further, Verizon can not guarantee ITFS or UIFN coverage from cell phone or payphones from certain countries.

14.5.6 Verizon reserves the right upon not less than ten (10) days' prior notice to terminate ATF DEDICATED ITFS, ATF DEDICATED UIFN Service, ATF CBL ITFS, ATF CBL UIFN Service, ATF IP ITFS or ATF IP UIFN Service relative to any ITFS Number or UIFN Number, as applicable, which does not generate at least sixty (60) minutes of traffic during any consecutive six (6) months. In the event an ITFS number is disconnected as provided in this Section 14.5.6, Customer agrees to pay \$50.00 per ITFS Number which is disconnected.

14.5.7 Origination/Termination

14.5.7.1 ATF DEDICATED Service may be originated from locations in the 48 contiguous United States, Hawaii, Alaska, the US Virgin Islands, Puerto Rico, Guam, the Northern Marianas Islands, American Samoa and Canada and terminated to any Customer-designated Carrier PLUS Service Interconnection.

14.5.7.2 ATF CBL Service may be originated from locations in the 48 contiguous United States, Hawaii, Alaska, the US Virgin Islands, Puerto Rico, Guam, the Northern Marianas Islands, American Samoa and Canada and terminated in the 48 contiguous United States.

14.5.7.3 ATF IP Service may be originated from locations in the 48 contiguous United States, Hawaii, Alaska, the US Virgin Islands, Puerto Rico,

Guam, the Northern Marianas Islands, American Samoa and Canada and terminated to any ATF IP endpoint in the 48 contiguous United States.

14.5.7.4 ATF DEDICATED ITFS, ATF CBL ITFS and ATF IP ITFS (a) origination is available from those countries shown on Schedule ATF-O as such Schedule may be amended from time to time by Verizon, and (b) termination is available to locations in the 48 contiguous United States unless such traffic originates in a country where re-origination of ITFS is specifically allowed by the applicable PTT; provided, if re-origination occurs (or ITFS is used in any way contrary to applicable PTT rules and regulations), Customer specifically acknowledges that such traffic is subject to interruption.

14.5.7.5 ATF DEDICATED UIFN Service, ATF CBL UIFN Service and ATF IP UIFN Service (a) origination is available from those countries shown on Schedule ATF-P as such Schedule may be amended or modified from time to time by Verizon, and (b) termination is available to locations in the 48 contiguous United States.

14.5.8 All calls (excluding calls to/from International locations and Canada) will be billed in six (6) second increments and subject to a six (6) second minimum charge. Calls to/from International Locations and calls to/from Canada will be billed in six (6) second increments and subject to a thirty (30) second minimum charge. All calls, with the exception of incomplete billable calls, will be billed utilizing Hardware Answer Supervision where available commencing with Customer's switch wink or answer back; incomplete billable calls are calls in which the disconnect time minus the originating time is greater than 75 seconds and less than 10,800 seconds. If Customer is found to be non-compliant in passing back appropriate answer supervision, i.e., answer back, Verizon reserves the right to suspend ATF Service or deny requests by Customer for additional ATF Service until appropriate compliance is established.

14.5.9 Domestic TOLL FREE Numbers (excluding ITFS Numbers and UIFN Numbers)

14.5.9.1 TOLL FREE numbers will be issued to Customer (i.e., issuance equates to activation or reservation, whichever occurs first) on a random basis. Customer requests for specific numbers will be considered by Verizon, and if provided, will be subject to additional charges as set forth below and Verizon's then current reservation policy which shall also apply to any randomly selected and reserved TOLL FREE number. At any time preceding three (3) months from the scheduled expiration of the Service Term, Customer may only reserve TOLL FREE numbers in an amount equal to the greater of (i) 50, or (ii) fifteen percent (15%) of the total number of TOLL FREE numbers activated by Verizon for Customer. Customer requests for TOLL FREE numbers inconsistent with the above stated conditions may be considered by Verizon on an individual case basis. TOLL FREE numbers reserved for Customer will be activated upon Customer's request, however, Verizon may charge Customer an SMS Storage fee for each TOLL FREE number.

14.5.9.2 Customer Request for Specific Numbers - \$25 per individual TOLL FREE number reserved or assigned.

14.5.9.3 Customer specifically agrees that regardless of the method in which a TOLL FREE number is reserved for or otherwise assigned to Customer, that Customer will not seek any remedy from Verizon including, but not limited to, any remedy based on a theory of detrimental reliance or otherwise that such TOLL FREE number(s) are found not to be available for Customer's use until such TOLL FREE number is put in service for the benefit of Customer, and that such TOLL FREE number(s) shall not be sold, bartered, brokered or otherwise released by Customer for a fee ("**TOLL FREE Number Trafficking**"). Any attempt by Customer to engage in TOLL FREE Number Trafficking shall be grounds for reclamation by Verizon for reassignment of the TOLL FREE number(s) reserved for or assigned to Customer.

14.5.10 Responsible Organization Services ("**RespOrg Services**") relevant to TOLL FREE Numbers, if provided by Verizon, will be provided pursuant to Verizon's (or its affiliates) Tariffs and/or Guide as described in Section 14.2 above. Notwithstanding anything to the contrary contained in the Tariffs or the Guide (if applicable), Customer may be subject to certain charges for "SMS RespOrg Changes".

14.6 Customer agrees and acknowledges that it is directly responsible for complying with this Section even if some of the responsibilities or obligations are in the control of or are to be performed by its End Users. Customer represents and warrants to Verizon that, to the extent necessary, Customer has the right to enforce such provisions against its End Users.

14.6.1 Customer (or Customer's End User) shall, at its own expense, provide, operate and control the equipment, software and facilities and the network configurations (hereinafter referred to as "**Other Facilities**") necessary for the delivery of ATF Services from the applicable Point of Demarcation to Customer's End User.

14.6.2 Immediately upon Verizon becoming aware of any problem which Verizon believes, in good faith, is due to or conveyed through the Other Facilities and either is causing, or is reasonably likely to cause, interference with or obstruction to the Verizon Network, Verizon shall notify Customer, both telephonically and in writing of such problem in reasonable detail. If requested by Customer, Verizon shall continue to use commercially reasonable efforts to assist Customer with resolving the technical difficulties with the Other Facilities that are causing the interference with, or that are obstructing the operation of, Verizon's Network. If Verizon notifies Customer that the Other Facilities are causing or are reasonably likely to cause interference with or obstruction to Verizon's Network, the parties shall cooperate in good faith and Customer shall take reasonable steps to remove the interference or obstruction. If the condition that is adversely affecting Verizon's Network cannot be adequately remedied within a reasonable period of time, taking into consideration the severity of the condition, Verizon may, suspend the provision of ATF Services after providing twenty-four (24) hours notice to Customer of its intent to do so, but only to the extent necessary (i.e., affecting as few End Users as possible for the minimum time period necessary) to address the specific interference or obstruction. Verizon shall restore the suspended ATF Services immediately upon the elimination or reasonable mitigation of the interference or obstruction. Customer shall continue to pay regular charges for any ATF Services suspended by Verizon.

14.6.3 Customer shall, at its own expense, take all reasonable physical and information system security measures necessary to protect all equipment, software, data and systems located on Customer's (or Customer's End User's) premises or otherwise in Customer's (or Customer's End User's) control and used in connection with the ATF Services, whether owned by Customer, Customer's End User, Verizon, or Verizon's subcontractors. Customer acknowledges and agrees that Verizon is not liable, either in contract or in tort, for any loss resulting from any unauthorized access to or alteration of, theft, destruction, corruption, or use of, the Other Facilities used in connection with the ATF Services, unless proximately caused by Verizon's gross negligence or willful misconduct.

With respect to ATF IP Service, Customer is responsible for all security measures with respect to the Other Facilities (described in Subsection 14.6.above), including firewall security policies, even if Customer uses a third party (or Verizon) to configure and implement such measures. Customer will be liable for damage to Verizon Equipment used in conjunction with ATF IP Services. Customer shall provide necessary VPN equipment capable of terminating an IP SEC AH tunnel in accordance with IETF RFC 2402, for the transport of SIP-based signaling to and from the Verizon Network to the Customer's SIP Proxy, Softswitch, SBC, Application Service, or any other type of SIP User Agent Service (SIP UAS) used in support of Customer's ATF IP platform.

14.6.4 Verizon's relationship under this Section is solely with Customer and not with Customer's End Users. Customer is responsible for all pricing, billing and collections related to the services it provides to its End Users as well as all service capabilities required by law. In connection therewith, Customer is responsible for providing to Verizon all necessary End User information in connection with Verizon's provision of ATF Services hereunder. Customer shall provide technical support to its End Users, and shall conduct reasonable problem resolution and troubleshooting activities with End Users to determine whether a problem lies in the Other Facilities before escalating problems to Verizon. Verizon will provide Customer's designated point of contact with a toll-free number for 24 x 7 x 365 support – including reasonable back-end technical support and problem escalation support for installation, access, and network problems – provided from its Network Operating Center (“NOC”) to Customer's NOC for all Gateway Services as further set forth in Section 2 above. This number is to be used only by Customer and may not be released to Customer's End Users. Customer will provide Verizon with access to its personnel on a 24 x 7 x 365 basis as necessary for problem resolution. Verizon reserves the right to charge “excessive” Customer support fees in its sole discretion and in an amount determined by Verizon if Verizon refers back to Customer for resolution (because of a non-network-related issue that Customer is supposed to handle) greater than 33% of technical support calls within a billing cycle. Excessive Customer Support fees will be charged in arrears for the month in which the excess occurred; provided that, Verizon will not charge the excessive Customer support fees for the first six (6) months of the ATF Term or for support related to Verizon's equipment.

14.6.5 Customer acknowledges that the implementation of upgrades, updates, and enhancements (collectively “**Configuration Changes**”) to Customer's System may affect the operation of ATF IP Service. Customer will inform Verizon prior to

implementing a Configuration Change to afford Verizon a reasonable opportunity to examine the impact of the Configuration Change on ATF IP Service. If Verizon reasonably believes that the impact will be material, Verizon will inform Customer, and Verizon and Customer will work together in good faith to determine how best to proceed regarding such Configuration Change, including full implementation, partial implementation, deferral, or no implementation.

14.6.6 If Verizon terminates the Agreement, or otherwise delays, suspends, or disconnects ATF Services for any reason, Customer must provide necessary notice to its affected End Users. In such case, if required by applicable law or regulation, Verizon may, in its sole discretion, offer ATF Services to Customer's End Users on a temporary basis from the date of such termination, suspension, refusal or delay for a period not to exceed thirty (30) days. Verizon's offer of temporary ATF Services is as a courtesy and shall be offered at Verizon's standard terms and conditions, including standard tariffed rates. In such case Customer agrees, upon Verizon's request, to provide Verizon a list of the names, addresses and telephone numbers of Customer's End Users so that Verizon may contact the End Users to provide temporary ATF Services in accordance herewith.

14.6.7 Customer must provide the IP addresses/DNS name information on ATF IP Service where the Toll Free traffic will be routed. Verizon will confirm that the IP address/DNS name information belongs to Customer but will not be held responsible for erroneous or incorrect entries from Customer which may lead to service failure or interruption. Customer can submit changes to the IP address/DNS name information in which case Customer will be subject to change order charges as described in Schedule ATF-J.

14.7 The rates and charges shown on the Schedules are per minute and will be determined based on the originating location with respect to ATF Dedicated Service and ATF IP Service and the terminating location with respect to ATF CBL Service.

14.7.1 ATF DEDICATED Service Charges:

SERVICE	RATE
INTERSTATE (within the 48 contiguous United States) [rates based on one (1) rate per LATA]	SEE Schedule ATF-A in Attachment C-5
INTERSTATE EXTENDED DOMESTIC Locations (from Extended Locations to the 48 contiguous United States)*	SEE Schedule ATF-B in Attachment C-5
INTRASTATE (within the 48 contiguous United States)*	SEE Schedule ATF-C in Attachment C-5
CANADA (from Canada to the 48 contiguous United States)*	SEE Schedule ATF-D in Attachment C-5

* NOT SUBJECT TO DISCOUNT

14.7.2 ATF CBL Service Charges:

SERVICE	RATE
INTERSTATE (within the 48 contiguous United States)	SEE Schedule ATF-E in Attachment C-5
INTERSTATE EXTENDED DOMESTIC Locations (from Extended Locations to the 48 contiguous United States)*	SEE Schedule ATF-F in Attachment C-5
INTRASTATE (within the 48 contiguous United States)*	SEE Schedule ATF-G

	in Attachment C-5
CANADA (from Canada to the 48 contiguous United States)*	SEE Schedule ATF-H in Attachment C-5

* NOT SUBJECT TO DISCOUNT

14.7.3 ATF IP Service Charges:

SERVICE	RATE
INTERSTATE (within the 48 contiguous United States)	SEE Schedule ATF-K in Attachment C-5
INTERSTATE EXTENDED DOMESTIC Locations (from Extended Locations to the 48 contiguous United States)*	SEE Schedule ATF-L in Attachment C-5
INTRASTATE (within the 48 contiguous United States)	SEE Schedule ATF-M in Attachment C-5
CANADA (from Canada to the 48 contiguous United States)*	SEE Schedule ATF-N in Attachment C-5

* NOT SUBJECT TO DISCOUNT

NOTE: The use of the term "Intrastate" in this Section 14.7.3 is for the convenience of the parties and reflects the geographical nature of certain calls. The parties make no representation with respect to the jurisdictional use of such term as may be defined by applicable law or regulation.

14.7.4 ATF DEDICATED ITFS, ATF CBL ITFS and ATF IP ITFS Charges:

SERVICE	RATE
INTERNATIONAL (from International locations to the 48 contiguous United States)*	SEE Schedule ATF-O in Attachment C-5**

* NOT SUBJECT TO DISCOUNT

**** Notwithstanding anything to the contrary contained in the WTSA or the TSA, the charges for ITFS are subject to change at any time without notice. It is Customer's responsibility to ascertain current monthly recurring charges and non-recurring charges via the Guide.**

14.7.5 ATF DEDICATED UIFN Service, ATF CBL UIFN Service and ATF IP UIFN Service Charges:

SERVICE	RATE
INTERNATIONAL (from International locations to the 48 contiguous United States)*	SEE Schedule ATF-P In Attachment C-5**

* NOT SUBJECT TO DISCOUNT

**** Notwithstanding anything to the contrary contained in the WTSA or the TSA, the charges for UIFN Service are subject to change at any time without notice. It is Customer's responsibility to ascertain current monthly recurring charges and non-recurring charges via the Guide.**

14.8 Features and Charges.

14.8.1 All additional features for ATF Services are described on Schedule ATF-I in Attachment C-5, subject to the respective rates listed therein.

14.8.2 Subject to Verizon's approval, upon Customer's request Verizon will provide Enhanced Call Routing ("ECR") Features as described on Schedule ATF-J in Attachment C-5, subject to the respective rates listed therein.

14.9 Customer may select one of the following delivery options for Call Detail Records (CDRs) for ATF Services:

14.9.1 Verizon will provide multiple CDRs based on Customer's defined file size for ATF Services which may be accessed by Customer via Portfolio™. CDRs provided hereunder are subject to (i) a non-recurring set-up charge of \$0.00, and (ii) a monthly recurring charge per account of \$0.00.

14.9.2 Verizon will provide CDRs via Network Data Mover (NDM) which requires Customer to establish a Frame Relay connection and purchase Direct Connect software from a third party. CDRs provided via NDM are subject to a non-recurring installation charge per account of \$1,000 (plus all necessary leased-line and equipment costs which will be determined on an individual case basis depending on Customer's specific configuration).

14.10 Customer's charges for ATF Services will be reflected on an electronic invoice provided monthly by Verizon and accessed by Customer via Portfolio™.

ATTACHMENT 2

(REPLACE ATTACHMENT C-5, PAGES C-51 THROUGH C-58 OF EXHIBIT C AS SET FORTH BELOW)

ATTACHMENT C-5
ADVANCED TOLL FREE SERVICE

1. ATF DEDICATED SERVICE CHARGES

(A) Interstate

SCHEDULE A	
LATA	Rate
All LATAs	0.0200

(B) Interstate Extended Domestic

SCHEDULE B	
Extended Domestic Location	Rate
Toll Free from Alaska	0.1350
Toll Free from Guam	0.0300
Toll Free from Hawaii	0.0325
Toll Free from N Mariana Islands	0.0425
Toll Free from Puerto Rico	0.0300
Toll Free from US Virgin Islands	0.0300

(C) Intrastate

SCHEDULE C	
State	Rate
AL	0.0154
AR	0.0504
AZ	0.0257
CA	0.0212
CO	0.0294
CT	0.0178
DC	0.0218
DE	0.0253
FL	0.0381
GA	0.0116
IA	0.0204
ID	0.0718
IL	0.0166
IN	0.0127
KS	0.0100
KY	0.0153
LA	0.0164
MA	0.0141
MD	0.0223
ME	0.0125
MI	0.0108
MN	0.0228

MO	0.0287
MS	0.0128
MT	0.0399
NC	0.0740
ND	0.0439
NE	0.0129
NH	0.0576
NJ	0.0340
NM	0.0100
NV	0.0313
NY	0.0312
OH	0.0127
OK	0.0160
OR	0.0182
PA	0.0222
RI	0.0159
SC	0.0262
SD	0.0735
TN	0.0132
TX	0.0206
UT	0.0234
VA	0.0202
VT	0.0278
WA	0.0417
WI	0.0113
WV	0.0260
WY	0.0137

(D) Canada

SCHEDULE D	
NPA	Rate
All NPAs	0.0140

2. ATF CBL SERVICE CHARGES

(A) Interstate

SCHEDULE E	
LATA	Rate
All LATAs	0.0195

(B) Interstate Extended Domestic

SCHEDULE F	
Extended Domestic Location	Rate
Toll Free from Alaska	0.1450
Toll Free from Guam	0.0455
Toll Free from Hawaii	0.0500
Toll Free from N Mariana Islands	0.0550

Toll Free from Puerto Rico	0.0450
Toll Free from US Virgin Islands	0.0500

(C) Intrastate

SCHEDULE G	
State	Rate
AL	0.0515
AR	0.0887
AZ	0.1168
CA	0.0379
CO	0.0665
CT	0.0286
DC	0.0514
DE	0.0430
FL	0.0771
GA	0.0473
IA	0.1032
ID	0.1332
IL	0.0268
IN	0.0291
KS	0.0392
KY	0.0452
LA	0.0337
MA	0.0271
MD	0.0486
ME	0.0278
MI	0.0218
MN	0.0868
MO	0.1319
MS	0.1162
MT	0.0968
NC	0.0672
ND	0.1378
NE	0.0695
NH	0.0741
NJ	0.0439
NM	0.0462
NV	0.0533
NY	0.0649
OH	0.0430
OK	0.1056
OR	0.0384
PA	0.0685
RI	0.0383
SC	0.0524
SD	0.1626
TN	0.0588
TX	0.0406
UT	0.0616

VA	0.0432
VT	0.0582
WA	0.0637
WI	0.0555
WV	0.0599
WY	0.0526

(D) Canada

SCHEDULE H	
NPA	Rate
All LATAs	0.0400

3. ATF DEDICATED SERVICE AND ATF CBL SERVICE – DOMESTIC FEATURES AND CHARGES

SCHEDULE I

All rates contained in this Schedule are subject to modification as set forth in The Guide.

(All costs are per toll free number unless otherwise indicated)

FEATURE	INSTALL	MONTHLY	CHANGES
Combined Feature Package Geographic/Point of Call Routing Exchange Routing Day of Week Routing Time of Day/Time Interval Routing Percentage Allocation Routing	\$50	\$50	\$25
	INSTALL	MONTHLY	CHANGES
PRICING CAPS ON COMBINED FEATURE PACKAGE (per month, per account)	\$500	\$750	\$500

FEATURE	INSTALL	MONTHLY	CHANGES
Call Area Selection/Tailored Call Coverage	\$150/per toll-free number	\$0	\$50
Day of Year Routing/Holiday Routing	\$110/per toll-free number	\$0	\$50
ID Codes (per 100)	\$50	\$30	\$50
Account codes	\$0	\$30	\$0
DNIS/Trunk Group (Dedicated Terminations only)	\$500	\$0	\$50
Alternate Routing	\$10/alternate \$50/ per plan activation	\$50/plan per toll-free number	\$50/plan per toll-free number

National Toll Free Directory Listing (per listing, maximum of 10 listings)	\$15/per toll-free number	\$13.75/per toll-free number	\$15/change/per toll-free number
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ADVANCED TOLL FREE DEDICATED and IP TERMINATION Service Fee: Customer shall pay a \$100 per month service fee per Toll Free Service Group. For description see the Guide

ADVANCED TOLL FREE COMMON BUSINESS LINE Service Fee: Customer shall pay a \$30 per month service fee per Toll Free Service Group for switched WATS and business line terminations. For description see the Guide

Cross Corp ID Routing: No Charge

Disconnect Message Referral (DMR)		
Options	Monthly Recurring Charge	Usage Charge
Disconnect Message	\$0	N/A
DMR to a 222 or 555 Network Number	\$0	N/A
DMR to a network other than 222 or 555 Network Number	\$150	N/A
DMR to a 222 Network Number w/Call Extension	\$0	Toll free per minute rates
DMR to a 555 Network Number w/Call Extension	\$150	Toll free per minute rates

Disconnect Message Referral (DMR)	Change Charge
A \$50 Change charge will apply, per change, for any of the following:	
DMR Type Change	\$50
DMR Call Extension Termination Change	\$50
DMR Referral Number Change	\$50
DMR Extend Time Period Change	\$50

Other Non-Recurring Charges

	Per-Circuit T-1 Channel	Per Order	Per Location
Installation	*See note below	\$50	\$25
Expedite	\$0	\$600	Not Applicable
Cancellation of Order	\$130	\$0	Not Applicable
Service Conversion	\$0	\$50	Not Applicable
Physical Change	\$100	\$50	Not Applicable
Administrative Change	\$0	\$20	Not Applicable

* The per circuit and T-1 channel installation charges will be based on the type of Local Access used.

Network Call Redirect

	Install	Monthly	Change Charge
Network Call Redirect	\$150/Table	\$10/Active Table/Month	\$50/Table

Network Call Redirect per call Charges

\$0.00 surcharge per call for Network Call Redirect calls

4. ATF DEDICATED SERVICE AND ATF CBL SERVICE - ENHANCED CALL ROUTING (ECR) FEATURES AND CHARGES

SCHEDULE J

All rates contained in this Schedule are subject to modification as set forth in Section 7.B of The Guide.

I. Description of ECR Features:

This network-based voice response capability provides call routing features available with Advanced Toll Free Dedicated and Common Business Line Service. The following ECR function options are available. All other toll free service features used to establish the ECR functions will be charged as applicable.

- **ECR Menu Routing:** This option prompts callers to enter a single touchtone digit in response to voice prompts which are considered part of the menu routing option. The call then proceeds to another ECR function or is extended to a final destination.
- **ECR Message Announcement:** This option plays prerecorded voice information referring callers to other numbers, explaining service conditions, or other information that a customer desires to provide to callers. The call may either terminate after the Message Announcement, or proceed to another ECR function or extend to a final destination.
- **ECR Standard Database Routing:** This option prompts callers to enter touchtone digits in response to voice prompts. Using these digits, or using automatic number identification (ANI), the call is then extended to a customer location or to another ECR function as defined in the ECR database. The customer is responsible for providing the database in a specified content.
- **ECR Advanced Database Routing:** In addition to all standard database routing features, this option provides call routing capabilities based on a defined schedule (day of week, time of day) or distributes calls randomly based on a specified percentage distribution between other ECR functions and/or multiple destinations. In addition, this feature includes the capability for callers to update the content of their ECR database via touchtone interaction.
- **ECR Busy/No Answer Rerouting (BNAR):** This option monitors and reroutes unanswered calls to alternative customer locations or to another ECR function upon detection of busy or no answer conditions.
- **Caller Takeback:** This option allows the caller to enter a touch-tone command which causes the call to disconnect from the terminating location and reconnect to the ECR call application. The caller can then select other programmed options in response to voice prompts.

- **Takeback and Transfer (TNT):** This option allows the called party to enter a touch-tone command, which places the caller on hold, and reroutes the call to another destination. As an option, while the caller is on hold, the first called party can speak with the second called party at the new destination before the caller is connected to the second called party.
- **Announced Connect:** This option allows customized voice announcements or menu prompts to be provided to the terminating location before the caller is connected.

II. DESCRIPTION OF CHARGES

For all ECR functions the following charges apply:

ECR Function Charges: The ECR function charge is based on the functions used on a particular call. The function charge for functions used is applied once per call regardless of the number of times a function is actually used during the call, except that calls using the Caller Takeback and TNT functions, the function charge is applied each time the function is used.

Charges will apply per platform when calls originate from one platform and terminate to another platform.

Function Discount: No discounts will apply to ECR function charges.

Per-Minute Platform Charges: Platform Charges are charged for the period beginning when the ECR system answers the call and ending when the call is released to the terminating destination when the contracted ADVANCED TOLL FREE DEDICATED and COMMON BUSINESS LINE Service usage charges begin.

A call originating at an international location will be billed: (i) the applicable international inbound usage rate to the ECR location for the call's duration; (ii) the applicable ECR routing call charges, and; (iii) the applicable domestic inbound usage rate between the ECR location and the customer's service location.

Custom Call Records (CCRs): This option allows the Customer to receive call records via e-mail on a daily, weekly or monthly basis. Daily and weekly CCRs are shipped within 48 hours following the end of the daily or weekly cycle. Monthly CCRs are sent within 5 days following month end. The monthly recurring charges listed below apply, based on delivery method.

III. RATES AND CHARGES

Non-Recurring Charges	Per Application
New ECR/Survey Application	\$1,000
Call Flow, and Standard Database Change*	\$250
Audio Change	\$250
Audio Recording/Processing (per message)	\$50
Advanced Database Install	\$500/plus New Application
Assistance w/Database Creation	\$1,000
Assistance w/Database Changes	\$500
Remote Audio Update (ECR) Install	\$100
Foreign Language Recording Install or Change	\$100 per language
Expedite	\$1,000
ASR Install	\$150/hr plus New Application
ASR Expedite	\$200-\$350/hr plus New Application

ASR Appl. Change	\$150/hr plus \$250 ECR Charge
ASR Appl. Expedite Change	\$200-\$350/hr plus \$250 ECR Charge
Advanced Database Remote Terminal Changes	
1-4 changes per month	No charge
Each change over 4 per month	\$50

*There is a maximum of 50,000 Database records per application.

Monthly Recurring Charges	
ECR Application	\$75
Speech Recognition	\$500 in addition to ECR application fee
ECR with Survey	\$250 (minimum six months)
ECR Remote Audio Update	\$100 in addition to ECR application fee
ECR Advanced Database	\$500 in addition to ECR application fee
ECR Monthly CCR	\$150
ECR Weekly CCR	\$300
ECR Daily CCR	\$750

Function Charges	Per Call
Menu Routing, including Simple Speech	\$0.015
Message Announcement	\$0.015
Standard Database Routing	\$0.015
Advanced Database Routing	\$0.015
Busy/Ring-No-Answer (B/RNA)	\$0.01
Announced Connect	\$0.01
Survey (charged as Menu)	\$0.06
Advanced Speech Recognition, including Menu Routing.	\$0.12
Note: A \$0.01 minimum charge will apply per call when no features are used.	

Functions charged per use, if used	Per Use
Caller Takeback/Caller Giveback	\$0.015
TNT (includes Caller Takeback)	\$0.015
Note: A \$0.01 minimum charge will apply per call when no features are used.	

Platform Charge	
Per Minute, at six second increments	\$0.03

5. ATF IP SERVICE CHARGES

(A) Interstate

SCHEDULE K	
LATA	Rate
All LATAs	0.0200

(B) Interstate Extended Locations

SCHEDULE L	
Extended Domestic Location	Rate
Toll Free from Alaska	0.1350

Toll Free from Guam	0.0300
Toll Free from Hawaii	0.0325
Toll Free from N Mariana Islands	0.0425
Toll Free from Puerto Rico	0.0300
Toll Free from US Virgin Islands	0.0300

(C) Intrastate

SCHEDULE M	
LATA	Rate
All LATAs	0.0200

(D) Canada

SCHEDULE N	
NPA	Rate
All LATAs	0.0140

6. ATF DEDICATED ITFS, ATF CBL ITFS AND ATF IP ITFS

International Location	ATF Dedicated/ATF IP Rate	ATF CBL Rate
Anguilla	\$0.1694	n/a
Antigua/Barbuda	\$0.1145	\$0.1440
Argentina	\$0.1255	\$0.1550
Aruba	\$0.2146	\$0.1190
Australia	\$0.1738	\$0.0400
Austria	\$0.0885	\$0.1341
Bahamas	\$0.0305	\$0.0550
Bahrain	\$0.0753	\$0.0900
Barbados	\$0.1145	\$0.1400
Belarus	\$0.2392	n/a
Belgium	\$0.3379	\$0.0960
Bermuda	\$0.0560	\$0.0820
Bolivia	\$0.1883	\$0.2200
Brazil	\$0.2569	\$0.1400
Brazil Telemar	\$0.2569	\$0.1400
British Virgin Is	\$0.1826	\$0.1440
Cayman Islands	\$0.1807	\$0.1150
Chile	\$0.2008	\$0.3160
China	\$0.2385	\$0.3267
China Cnc	\$0.2385	\$0.3267
Colombia	\$0.2008	\$0.2350
Costa Rica	\$0.0492	\$0.2350
Cyprus	\$0.0602	\$0.0850
Czech Republic	n/a	\$0.3521
Denmark	\$0.2823	\$0.0330
Dominica	\$0.2023	\$0.1050
Dominican Republic	\$0.2385	\$0.7177

Ecuador	\$0.1969	n/a
Egypt	\$0.1707	n/a
El Salvador	\$0.2259	\$0.2600
Estonia	\$0.0225	\$0.0450
Finland	\$0.1491	\$0.2908
France	\$0.0653	\$0.0800
Germany	\$0.2760	\$0.0615
Germany Region (Dssd)	\$0.2760	\$0.0615
Germany Region (Fft)	\$0.2760	\$0.0615
Germany Region (Mchn)	\$0.2760	\$0.0615
Greece	\$0.0466	\$0.0741
Grenada	\$0.1747	\$0.1350
Guatemala	\$0.0910	\$0.2600
Guyana	\$0.2490	\$0.3267
Hong Kong	\$0.0226	\$0.0450
Hungary	\$0.0547	\$0.0905
Iceland	\$0.1015	\$0.1283
India	\$0.1560	\$0.1760
India Pune	\$0.1560	\$0.1760
Indonesia	\$0.2460	\$0.2867
Ireland	\$0.2161	\$0.0475
Ireland Dublin	\$0.2161	\$0.0475
Israel	\$0.0816	\$0.0400
Israel Fixed Network	\$0.0816	\$0.0400
Italy	\$0.3129	\$0.0460
Italy Milan	\$0.3129	\$0.0460
Italy Milan Ti	\$0.3129	\$0.0460
Jamaica	\$0.2259	\$0.1200
Jamaica Digiport	\$0.2259	\$0.1200
Japan	\$0.2993	\$0.0761
Japan IDC	\$0.2993	\$0.0761
Japan KDD	\$0.2993	\$0.0761
Latvia	\$0.0418	\$0.2068
Lithuania	n/a	\$0.1653
Luxembourg	\$0.2236	\$0.0460
Macao	\$0.2248	\$0.1200
Malaysia	\$0.0753	\$0.1000
Malaysia Sabah And Sarawak	\$0.0753	\$0.1000
Marshall Island	\$0.2496	\$0.2900
Monaco	\$0.0373	\$0.0627
Montserrat	\$0.1950	n/a
Netherland Antilles	\$0.2808	\$0.3244
Netherlands	\$0.4137	\$0.0350
New Zealand	\$0.3198	\$0.0404
Nicaragua	\$0.2829	\$0.3267
Norway	\$0.1004	\$0.1268
Panama	\$0.0565	\$0.0800
Peru	\$0.2385	\$0.2733
Philippines	\$0.2385	\$0.2733
Poland	\$0.0173	\$0.0428

Portugal	\$0.2329	\$0.0430
Portugal Lisbon	\$0.2329	\$0.0430
Qatar	\$0.4793	n/a
Romania	\$0.0934	\$0.1467
Russia	\$0.0502	\$0.1047
Singapore	\$0.0084	\$0.0350
Slovakia	\$0.2601	\$0.1031
Slovakia Bratisla	\$0.2601	\$0.1031
South Africa	\$0.3075	\$0.3300
South Korea	\$0.0690	\$0.0950
South Korea Pns Kt	\$0.0690	\$0.0950
South Korea Pns Onse	\$0.0690	\$0.0950
South Korea Seoul	\$0.0690	\$0.0950
Spain	\$0.2049	\$0.2583
St Kitts/Nevis	\$0.1145	\$0.1440
St Lucia	\$0.1145	\$0.1333
St Vincent	\$0.1145	\$0.1320
Sweden	\$0.3014	\$0.0416
Switzerland 1	\$0.3757	\$0.0991
Taiwan	\$0.1255	\$0.1533
Thailand	\$0.1255	\$0.1540
Trinidad/Tobago	\$0.0860	\$0.1133
Turkey	\$0.1668	\$0.1528
Turks/Caicos Islands	\$0.0872	\$0.1400
United Kingdom	\$0.0484	\$0.0715
Uruguay	\$0.0606	\$0.0760
Venezuela	\$0.1883	\$0.2200
Vietnam	n/a	\$0.3140

7. ATF DEDICATED UIFN SERVICE, ATF CBL UIFN SERVICE AND ATF IP UIFN SERVICE CHARGES

International Location	ATF Dedicated/ATF IP Rate	ATF CBL Rate
Anguilla	\$0.1694	n/a
Antigua/Barbuda	\$0.1145	\$0.1440
Argentina	\$0.1255	\$0.1550
Aruba	\$0.2146	\$0.1190
Australia	\$0.1738	\$0.0400
Austria	\$0.0885	\$0.1341
Bahamas	\$0.0305	\$0.0550
Bahrain	\$0.0753	\$0.0900
Barbados	\$0.1145	\$0.1400
Belarus	\$0.2392	n/a
Belgium	\$0.3379	\$0.0960
Bermuda	\$0.0560	\$0.0820
Bolivia	\$0.1883	\$0.2200
Brazil	\$0.2569	\$0.1400
Brazil Telemar	\$0.2569	\$0.1400
British Virgin Is	\$0.1826	\$0.1440
Cayman Islands	\$0.1807	\$0.1150

Chile	\$0.2008	\$0.3160
China	\$0.2385	\$0.3267
China Cnc	\$0.2385	\$0.3267
Colombia	\$0.2008	\$0.2350
Costa Rica	\$0.0492	\$0.2350
Cyprus	\$0.0602	\$0.0850
Czech Republic	n/a	\$0.3521
Denmark	\$0.2823	\$0.0330
Dominica	\$0.2023	\$0.1050
Dominican Republic	\$0.2385	\$0.7177
Ecuador	\$0.1969	n/a
Egypt	\$0.1707	n/a
El Salvador	\$0.2259	\$0.2600
Estonia	\$0.0225	\$0.0450
Finland	\$0.1491	\$0.2908
France	\$0.0653	\$0.0800
Germany	\$0.2760	\$0.0615
Germany Region (Dssd)	\$0.2760	\$0.0615
Germany Region (Fft)	\$0.2760	\$0.0615
Germany Region (Mchn)	\$0.2760	\$0.0615
Greece	\$0.0466	\$0.0741
Grenada	\$0.1747	\$0.1350
Guatemala	\$0.0910	\$0.2600
Guyana	\$0.2490	\$0.3267
Hong Kong	\$0.0226	\$0.0450
Hungary	\$0.0547	\$0.0905
Iceland	\$0.1015	\$0.1283
India	\$0.1560	\$0.1760
India Pune	\$0.1560	\$0.1760
Indonesia	\$0.2460	\$0.2867
Ireland	\$0.2161	\$0.0475
Ireland Dublin	\$0.2161	\$0.0475
Israel	\$0.0816	\$0.0400
Israel Fixed Network	\$0.0816	\$0.0400
Italy	\$0.3129	\$0.0460
Italy Milan	\$0.3129	\$0.0460
Italy Milan Ti	\$0.3129	\$0.0460
Jamaica	\$0.2259	\$0.1200
Jamaica Digiport	\$0.2259	\$0.1200
Japan	\$0.2993	\$0.0761
Japan IDC	\$0.2993	\$0.0761
Japan KDD	\$0.2993	\$0.0761
Latvia	\$0.0418	\$0.2068
Lithuania	n/a	\$0.1653
Luxembourg	\$0.2236	\$0.0460
Macau	\$0.2248	\$0.1200
Malaysia	\$0.0753	\$0.1000
Malaysia Sabah And Sarawak	\$0.0753	\$0.1000
Marshall Island	\$0.2496	\$0.2900
Monaco	\$0.0373	\$0.0627

Montserrat	\$0.1950	n/a
Netherland Antilles	\$0.2808	\$0.3244
Netherlands	\$0.4137	\$0.0350
New Zealand	\$0.3198	\$0.0404
Nicaragua	\$0.2829	\$0.3267
Norway	\$0.1004	\$0.1268
Panama	\$0.0565	\$0.0800
Peru	\$0.2385	\$0.2733
Philippines	\$0.2385	\$0.2733
Poland	\$0.0173	\$0.0428
Portugal	\$0.2329	\$0.0430
Portugal Lisbon	\$0.2329	\$0.0430
Qatar	\$0.4793	n/a
Romania	\$0.0934	\$0.1467
Russia	\$0.0502	\$0.1047
Singapore	\$0.0084	\$0.0350
Slovakia	\$0.2601	\$0.1031
Slovakia Bratisla	\$0.2601	\$0.1031
South Africa	\$0.3075	\$0.3300
South Korea	\$0.0690	\$0.0950
South Korea Pns Kt	\$0.0690	\$0.0950
South Korea Pns Onse	\$0.0690	\$0.0950
South Korea Seoul	\$0.0690	\$0.0950
Spain	\$0.2049	\$0.2583
St Kitts/Nevis	\$0.1145	\$0.1440
St Lucia	\$0.1145	\$0.1333
St Vincent	\$0.1145	\$0.1320
Sweden	\$0.3014	\$0.0416
Switzerland 1	\$0.3757	\$0.0991
Taiwan	\$0.1255	\$0.1533
Thailand	\$0.1255	\$0.1540
Trinidad/Tobago	\$0.0860	\$0.1133
Turkey	\$0.1668	\$0.1528
Turks/Caicos Islands	\$0.0872	\$0.1400
United Kingdom	\$0.0484	\$0.0715
Uruguay	\$0.0606	\$0.0760
Venezuela	\$0.1883	\$0.2200
Vietnam	n/a	\$0.3140

8. DISCOUNTS

Customer's discount percentage (the "Discount") for ATF DEDICATED Interstate Service, ATF IP Interstate Service and ATF IP Intrastate Service will be determined under the Discount Schedule shown below based on Customer's actual Monthly Revenue for such month. Throughout the Service Term, Customer will automatically receive the next higher (or lower) Discount when Customer's eligible Monthly Revenue reaches the next higher level (or falls to the next lower level).

<u>Monthly Revenue</u>	<u>Discount</u>
\$ 0 - \$ 899,999	0.00%
\$900,000 - \$1,249,999	35.00%
\$1,250,000+	53.00%

9. **RBOC ORIGINATIONS**

During each calendar month or pro rata portion thereof, Customer agrees to maintain at least eighty percent (80%) of Customer's Total ATF Dedicated Service Minutes (as defined herein) for preferred origination with a Regional Bell Operating Company (RBOC), Verizon Local Company and/or a Wireless Provider and subject to such entity's tariffed access charges. Verizon shall have the right to apply a \$0.015 per minute surcharge to the number of minutes by which non-preferred originations exceeds twenty (20%) of Customer's Total ATF Dedicated Service Minutes. For purposes of this Section 9, "Customer's Total ATF Dedicated Service Minutes" will be calculated at the invoice level and will include Customer's ATF Dedicated Service Interstate and Intrastate minutes.