



Verizon Northwest Inc.

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

December 22, 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. 416  
Ref UT-051247

To whom it may concern:

Enclosed for the Commission's file are verified copies of Amendments 55 and 56 to a Telecommunications Services Agreement between Verizon Services Organization Inc., on behalf of Verizon companies including Verizon Northwest Inc., and MCI Communications Services, Inc. Amendment 55 modifies several international calling rates, and Amendment 56 modifies rates regarding the Philippines. 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

RECEIVED  
REGIONS MANAGER  
2009 DEC 24 AM 8:15  
STATE OF WASHINGTON  
UTIL. AND TRADES  
COMMISSION

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed are true copies of Amendments 55 and 56 to a Telecommunications Services Agreement between Verizon Services Organization Inc., on behalf of Verizon companies including Verizon Northwest Inc., and MCI Communications Services, Inc.

Richard E. Potter Date: 12.22.09

Richard E. Potter  
Director  
Verizon Northwest Inc.

AMENDMENT 55  
TO THE  
TELECOMMUNICATIONS SERVICES AGREEMENT  
BETWEEN  
VERIZON SERVICES ORGANIZATION INC.  
AND  
MCI COMMUNICATIONS SERVICES, INC.

This Amendment 55 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 55 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 Services was replaced in its entirety pursuant to Subsection 3.1 of Amendment 49. Notwithstanding anything to the contrary contained in Subsection 3.1, the parties agree ADVANCED TOLL FREE Services will be subject to the Classic (not ABB) rating structure.

3.2 The parties agree to modify Exhibit C, Attachment C-5 (as set forth in Attachment 2 to Amendment 49) as follows.

3.2.1 ADD the following International Location and applicable rates to Section 6, ATF DEDICATED ITFS, ATF CBL ITFS AND ATF IP ITFS

International Location	ATF Dedicated/ATF IP Rate	ATF CBL Rate
Mexico	\$0.2159	\$0.1350

3.2.2 DELETE the following International Locations and applicable rates from Section 6, ATF DEDICATED ITFS, ATF CBL ITFS and ATF IP ITFS

International Location	ATF Dedicated/ATF IP Rate	ATF CBL Rate
Brazil Telemar	\$0.2569	\$0.1400
China Cnc	\$0.2385	\$0.3267
Germany Region (Dssd)	\$0.2760	\$0.0615
Germany Region (Fft)	\$0.2760	\$0.0615
Germany Region (Mchn)	\$0.2760	\$0.0615
India Pune	\$0.1560	\$0.1760
Ireland Dublin	\$0.2161	\$0.0475
Israel Fixed Network	\$0.0816	\$0.0400
Italy Milan	\$0.3129	\$0.0460
Italy Milan Ti	\$0.3129	\$0.0460
Jamaica Digiport	\$0.2259	\$0.1200
Japan IDC	\$0.2993	\$0.0761
Japan KDD	\$0.2993	\$0.0761
Malaysia Sabah And Sarawak	\$0.0753	\$0.1000
Portugal Lisbon	\$0.2329	\$0.0430
Slovakia Bratisla	\$0.2601	\$0.1031
South Korea Pns Kt	\$0.0690	\$0.0950
South Korea Pns Onse	\$0.0690	\$0.0950
South Korea Seoul	\$0.0690	\$0.0950

3.2.3 DELETE the following International Locations and applicable rates from Section 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
Brazil Telemar	\$0.2569	\$0.1400
China Cnc	\$0.2385	\$0.3267
Germany Region (Dssd)	\$0.2760	\$0.0615
Germany Region (Fft)	\$0.2760	\$0.0615
Germany Region (Mchn)	\$0.2760	\$0.0615
India Pune	\$0.1560	\$0.1760
Ireland Dublin	\$0.2161	\$0.0475
Israel Fixed Network	\$0.0816	\$0.0400
Italy Milan	\$0.3129	\$0.0460
Italy Milan Ti	\$0.3129	\$0.0460
Jamaica Digiport	\$0.2259	\$0.1200
Japan IDC	\$0.2993	\$0.0761
Japan KDD	\$0.2993	\$0.0761
Malaysia Sabah And Sarawak	\$0.0753	\$0.1000
Portugal Lisbon	\$0.2329	\$0.0430

Slovakia Bratisla	\$0.2601	\$0.1031
South Korea Pns Kt	\$0.0690	\$0.0950
South Korea Pns Onse	\$0.0690	\$0.0950
South Korea Seoul	\$0.0690	\$0.0950

3.2.4 REPLACE Section 8, DISCOUNTS, to read in its entirety as follows:

8. DISCOUNTS

Customer's discount percentage (the "Discount") for ATF DEDICATED Interstate Service, and ATF IP Interstate and Intrastate Service, will be determined under the Discount Schedule shown below based on Customer's actual ATF Monthly Revenue (as described herein) for such month. Throughout the Service Term, Customer will automatically receive the next higher (or lower) Discount when Customer's eligible ATF Monthly Revenue reaches the next higher level (or falls to the next lower level). For purposes of this Section 8, "ATF Monthly Revenue" equals Customer's total per call and per minute charges for ATF DEDICATED Service and ATF IP Service as described in this Attachment C-5.

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

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 55 as of the date set forth above.

MCI COMMUNICATIONS SERVICES, INC.

VERIZON SERVICES ORGANIZATION INC.

Catherine Hopiard  
Signature

Dan Yong  
Signature

Catherine Hopiard  
Print Name

Dan Yong  
Print Name

Manager - Wholesale Contract Mgmt  
Title

Sr. Consultant - Sourcing  
Title

12/10/09  
Date

12/3/09  
Date

**AMENDMENT 56  
TO THE  
TELECOMMUNICATIONS SERVICES AGREEMENT  
BETWEEN  
VERIZON SERVICES ORGANIZATION INC.  
AND  
MCI COMMUNICATIONS SERVICES, INC.**

This Amendment 56 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 56 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**

The parties agree to modify Attachment C-21 (as set forth in Attachment 2 to Amendment 46) as follows.

3.1 Section 1, Bundled Port Monthly Recurring Charges, REPLACE the row labeled "Philippines" in the Table indicated to read in its entirety as follows:

Country	Code	Sub-Rate	Sub-Rate	DS3	Ethernet	Ethernet	Ethernet	Ethernet	Ethernet
		DS-3 40 Mbps	DS-3 41 Mbps	44.184/ 44.736 Mbps	48 Mbps	50 Mbps	60 Mbps	70 Mbps	80 Mbps
Philippines	PHL	\$17,148	NA	\$18,924	\$20,927	\$20,927	\$25,105	\$29,284	\$33,497

3.2 Section 2, EF Real Time CAR Monthly Recurring Charges, ADD the following column to the row labeled Philippines in the Table indicated:

International	
Country A	40,000 Mbps
Philippines	\$21,098

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 56 as of the date set forth above.

MCI COMMUNICATIONS SERVICES, INC.

VERIZON SERVICES ORGANIZATION INC.

Catherine Hopiard  
Signature

Dan Yong  
Signature

Catherine Hopiard  
Print Name

Dan Yong  
Print Name

Manager-Wholesale Contract Mgmt  
Title

Sr Consultant, Sourcing  
Title

12/10/09  
Date

12/3/09  
Date