

AMENDMENT 15
TO THE
TELECOMMUNICATIONS SERVICES AGREEMENT
BETWEEN
VERIZON SERVICES ORGANIZATION INC.
AND
MCI WORLDCOM NETWORK SERVICES, INC.

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This Amendment 15 to the Telecommunications Services Agreement (Contract No. TSA010302-1) (Agreement) by and between 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 15 shall be effective August 1, 2005.

2. AGREEMENT MODIFICATION

2.1 REPLACE Section 1.1 (Amendment 10) in its entirety with the following:

"This Telecommunications Services Agreement (this "Agreement") is made by and between 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 acting on behalf of itself and its affiliates, as defined below ("Customer")."

2.2 REPLACE "If to Customer" address in Sections 29.1 and 29.2 to the following:

"Verizon Services Organization Inc.
6665 N. MacArthur Blvd.
Irving, TX 75039
Attn: Director – Alliance Management
Carrier Services
Mail Code: HQK02A20
Telephone: 972/465-5152
Fax No.: 972/465-5019"

2.3 Exhibit B, Section 5.2.3, NETWORK AVAILABILITY, REPLACE the Section in its entirety with the following:

"SWITCHED NETWORK AVAILABILITY

Provider shall provide a virtually non-blocking network with a P.01 grade of service and network availability of 99.9974%, 24 hours per day, 365 days per year. Provider will provide statistics to validate these performance standards on a monthly basis. Network Availability includes transport facilities as well as individual trunks that ride transport facilities. "Network Availability" is defined as

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total number of minutes trunks in service to total number of trunk minutes out of service.”

- 2.4 Exhibit C, Section 4.1 (Amendment 7), REPLACE the Section in its entirety with the following:

“With respect to calls terminating to Canada (including directory assistance calls to Canada), Customer’s “Canada Transport Charges” are set forth on **Attachment C-1** and are in addition to the Domestic Transport Charge described in **Section 2** above. [Note: Egress Charges associated with calls to Canada are included in the Canada Transport Charge.]”

- 2.5 Exhibit C, REPLACE the current Page C-7 with the new Pages C-7 through C-7B set forth in **Attachment 1** to this amendment.

- 2.6 Exhibit C, Section 15, ADD the following sentence to the end of the paragraph:

“CIC Translations pricing and processes are set forth in contract number VGN-02-P-0071, a subordinate agreement to the Agreement.”

- 2.7 Exhibit C, REPLACE the current Page C-18B with the new Pages C-18B and C-18C set forth in **Attachment 2** to this amendment.

- 2.8 Exhibit C, Section 26 PRIVATE LINE (Amendment 1), REPLACE the first paragraph as follows:

“Provider’s Private Line Services portfolio is composed of the following Private Line services: Metro Private Line, Voice Grade (VG), Digital Private Line (DS0), Fractional DS-1, DS-1, Fractional DS-3, DS-3, SONET Ring Restorable PL, and Digital Reconfiguration Service (DRS). Provider Private Line Services will be offered as a premium portfolio with the widest breadth of enterprise services built on a facility based network that offers local, long distance and global reach.”

- 2.9 Exhibit C, Section 26.1.1, REPLACE the section in its entirety with the following:

“Circuits installed on or after August 1, 2005 will receive the rates as set forth in **Attachment C-7.**”

- 2.10 Exhibit C, Section 26.1.2, REPLACE the section in its entirety with the following:

“Circuits installed prior to August 1, 2005 (the “Existing Circuits”), will retain their existing applicable rates and Service Commitment Periods.” Customer may elect to “re-price” Existing Circuits that have satisfied their existing applicable Service Commitment Period in accordance with the rates set forth in **Attachment C-7** by providing Provider with written notice and submitting a new Service Order (the “Re-Termed Circuits”). In such event, as of the first day of the calendar month following at least thirty (30) days after Provider receives such notice and Service Order, Re-Termed Circuits will be subject to the rates, charges, monthly minimums, and Service Commitment Periods set forth in **Attachment C-7.**”

- 2.11 Exhibit C, Section 27.1, REPLACE the section in its entirety with the following:

“27.1 Wholesale Frame Relay service is broken down into the following areas:

- 27.1.1 Domestic Frame Relay Service (contiguous US 48 states) – **Attachment C-8**
- 27.1.2 Metro Frame Relay Service – ICB
- 27.1.3 International Frame Relay Service (including Alaska & Hawaii) – ICB”
- 2.12 Exhibit C, Section 28.1, REPLACE the section in its entirety with the following:
 - “28.1 The ATM Service is broken down into the following areas:
 - 28.1.1 Domestic ATM Service – **Attachment C-11**
 - 28.1.2 Metro ATM Service – ICB
 - 28.1.3 International ATM Service (including Alaska and Hawaii) – ICB”
- 2.13 Exhibit C, DELETE Section 31 in its entirety.
- 2.14 Exhibit C, Section 32.3.1 (Amendment 2), ADD the following sentences to the beginning of the paragraph.

“Services installed on or after August 1, 2005 will receive rates as set forth in **Attachment C-13**. Services installed prior to August 1, 2005 will retain their existing applicable rates and Service Commitment Periods.”
- 2.15 Exhibit C, DELETE the second and third paragraphs of Section 33.6 in their entirety and REPLACE the first paragraph of Section 33.6 (Amendment 3) in its entirety with the following:

“ACCESS BASED BILLING CARRIER TERMINATION Service Charges: The rates and charges shown on the Schedules in Attachment C-14 are per minute (except for the DIRECTORY ASSISTANCE charges which are per call) and will be determined on the terminating location. A Service Interconnection may not be used to carry traffic that is subject to both ACCESS BASED BILLING CARRIER TERMINATION Service rates and TRANSCEND CARRIER TERMINATION Service rates. Customer must designate whether traffic to be carried over each Service Interconnection is subject to either ACCESS BASED BILLING CARRIER TERMINATION Service rates OR TRANSCEND CARRIER TERMINATION Service rates, but not both.”
- 2.16 Exhibit C, REPLACE Section 34.2 (Amendment 4) in its entirety with the following:

“A Service Interconnection may not be used to carry traffic that is subject to both ACCESS BASED BILLING CARRIER ORIGINATION Service rates and TRANSCEND CARRIER ORIGINATION Service rates. Customer must designate whether traffic to be carried over each Service Interconnection is subject to either ACCESS BASED BILLING CARRIER ORIGINATION Service rates OR TRANSCEND CARRIER ORIGINATION Service rates.”
- 2.17 Exhibit C, ADD the following new Section 36.6:

"Type I circuits installed on or after August 1, 2005 will receive rates as set forth in **Attachment C-17**. Circuits installed prior to August 1, 2005 will retain their existing applicable rates and Service Commitment Periods."

2.18 Exhibit C, ADD the following new Section 37.4:

"Type II circuits installed on or after August 1, 2005 will receive rates as set forth in **Attachment C-17**. Circuits installed prior to August 1, 2005 will retain their existing applicable rates and Service Commitment Periods."

2.19 REPLACE the current Attachment C-2 in its entirety with the attached new Attachment C-2 set forth in **Attachment 3** to this amendment.

2.20 REMOVE in its entirety Section 6 of Attachment C-5 (Amendments 7 & 14), UNIVERSAL INTERNATIONAL FREEPHONE NUMBER (UIFN) SERVICE (see item 2.5 above).

2.21 REPLACE the current Attachment C-7 in its entirety with the attached new Attachment C-7 set forth in **Attachment 4** to this amendment.

2.22 REMOVE in its entirety Attachment C-9, METRO FRAME RELAY PRICING.

2.23 REMOVE in its entirety Attachment C-10, INTERNATIONAL FRAME RELAY PRICING.

2.24 REMOVE in its entirety Attachment C-12, METRO ATM.

2.25 REPLACE the current Attachment C-13 (Amendments 2, 12 & 13) in its entirety with the attached new Attachment C-13 set forth in **Attachment 5** to this amendment.

2.26 REMOVE in its entirety Attachment C-16 (Amendment 7), OPTION 2 UIFN AND ITFS DEDICATED RATES (see item 2.19 above).

2.27 REPLACE the current Attachment C-17 and Attachment C-17A (Amendment 8) in their entirety with the attached new Attachment C-17 and Attachment C-17A set forth in **Attachment 6** to 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 15 as of the date set forth above.

MCI WORLDCOM NETWORK SERVICES, INC

VERIZON SERVICES ORGANIZATION INC.



Signature



Signature

Robert A. Brejcha
Print Name

Scott C. Pierce
Print Name

Vice President
Title

Executive Director
Alliance Management
Title

July 19, 2005
Date

July 26, 2005
Date

ATTACHMENT 1

(REPLACE PAGE C-7 WITH THE ATTACHED NEW PAGES C-7 THROUGH C-7B)

Switchless Toll Free to Canada from Contiguous 48 States (Domestic Transport and LEC Access not included)	
Canada All Regions	RATE REDACTED

5. INTERNATIONAL TRANSPORT CHARGES

With respect to calls terminating to an International location, Customer's "International Transport Charges" are set forth on **Attachment C-1** attached hereto and incorporated herein by reference and is in addition to any applicable Domestic Transport Charge as described in Section 2 above. [Note: Egress charges associated with calls to International Locations are included in the International Transport Charges.]

(See **Attachment C-1**) As rates are refreshed, the rate schedule is updated by replacing this Attachment.

6. INTERNATIONAL TOLL FREE SERVICE / UNIVERSAL INTERNATIONAL FREEPHONE NUMBER

6.1 INTERNATIONAL TOLL FREE SERVICE

International Toll Free Service (ITFS) provides direct, toll free connections from foreign countries to Provider customers in the United States. ITFS allows customers the ability to provide foreign callers a country-by-country specific toll free number that can be dialed from a foreign country. This service currently uses the Classic product's CDR format.

6.2 UNIVERSAL INTERNATIONAL FREEPHONE NUMBER

Universal International FreePhone Number (UIFN) provides customers with a universal toll free number that can be dialed from all available countries. Customers benefit in using UIFN by only having one number for all of their international toll free traffic. All UIFN numbers are portable. UIFN allows customers to have vanity numbers. Customers may re-originate calls and resell UIFN services.

6.2.1 During the UIFN Term (as described below) Provider will provide (i) dedicated access universal international freephone number service ("DEDICATED UIFN") which is the (x) international origination of calls by Provider and the termination of such calls to Customer's designated and Provider approved Service Interconnection(s) in the United States, or (y) international origination of calls by Provider and the termination of such calls to an End User's domestic United States private branch exchange ("PBX") or other customer premise equipment located in the United States, or (ii) switched access universal international freephone number service ("SWITCHED UIFN") which is the international origination of calls by Provider and the termination of such calls to the United States solely over facilities comprising the Provider network. Subject to the provisions of this Section 6.2.1, all terms and conditions set forth in the Agreement will apply, to the extent applicable, to DEDICATED UIFN and SWITCHED UIFN provided hereunder.

- 6.2.2 In order to utilize DEDICATED ACCESS UIFN, one or more full time dedicated connections between (i) Customer's network in the 48 contiguous United States and the Provider network at one or more Provider designated locations ("Provider POP"), or (ii) an End User's PBX or other customer premise equipment and the Provider network at a Provider POP must be established ("UIFN Interconnection(s)"). Each UIFN Interconnection shall be comprised of one or more DS-1 circuits. All provisions set forth in the Agreement relating to or referencing "Carrier Service Interconnections" or "Service Interconnections" shall be deemed to include UIFN Interconnections.
- 6.2.3 UIFN TERM: The "UIFN Term" will commence as of July 1st, 2002 and will be coterminous with the Service Term described in the Agreement. At the end of the UIFN Term, the terms and conditions contained in this Section 6.2.3 will remain in full force and effect until the earlier of (i) cancellation by either party upon at least thirty (30) days' prior written notice to the other party, or (ii) the cancellation or scheduled termination of the Agreement.
- 6.2.4 UIFN CHARGES: Commencing with the Effective Date and continuing through the end of the UIFN Term, Customer's UIFN rates for DEDICATED UIFN are the charges shown on Attachment C-2. The rates shown on Attachment C-2 are not subject to any discounts.
- 6.2.5 ACCESSIBILITY/AVAILABILITY: Provider will provide UIFN Service subject to availability as determined solely by Provider. Upon Provider's receipt of a Service Order from Customer, Provider will reserve and obtain for Customer a universal international freephone number (the "UIFN Number") from the International Telecommunications Union (ITU). Customer agrees to pay MCI a nonrecurring fee of [\$ RATE REDACTED] per UIFN Number. Provider will accept specific number requests, if available. The UIFN Number will be translated to a Provider designated 800 billing identification number. 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. Provider reserves the right upon not less than ten (10) days' prior notice to terminate UIFN Service relative to any UIFN Number which does not generate at least sixty (60) minutes of traffic during any consecutive six (6) months.
- 6.2.6 START OF SERVICE:
- (i) DEDICATED UIFN will occur concurrently with the activation of each circuit comprising Service Interconnections relevant to DEDICATED UIFN, and
 - (ii) SWITCHED UIFN will occur on an UIFN Number by UIFN Number basis concurrently with the activation of each UIFN Number.

6.2.7 LIMITATION OF ORIGINATION OR TERMINATION LOCATIONS – DEDICATED UIFN/SWITCHED UIFN:

- (i) origination is available from those countries shown on Attachment C-2 as such Attachment may be amended or modified from time to time by Provider, and
- (ii) termination is available to locations in the United States.

(See Attachment C-2) These rates are updated quarterly by replacing this Attachment.

7. SPECIAL INTERNATIONAL RATES

7.1 SPECIAL INTERNATIONAL TRANSPORT RATES

Customer acknowledges that the Special International Transport Rates only apply to Carrier Termination calls. Customer's rates for all other countries will be set forth in the TSA or Attachments to this **Exhibit C**, whichever is applicable.

CARRIER TERMINATION Service is the termination of calls received from Carrier Service Interconnection(s).

(See Attachment C-3) As rates are refreshed, the rate schedule is updated by replacing this Attachment.

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ATTACHMENT 2

(REPLACE PAGE C-18B WITH THE ATTACHED NEW PAGES C-18B AND C-18C)

- (ii) Any changes to Provider's flat rate access table will be effective for new service only, which is installed on or after the first (1st) calendar day of the following month.
- (iii) The Flat Rate Access Pricing is available for both voice and data access on the Option 1 and Option 5 networks.
- (iv) Flat Rate Access Pricing is in lieu of all other access discounts. No further discounts shall apply.
- (v) The Flat Rate Access Pricing is subject to a minimum twelve (12) month term.
- (vi) The Flat Rate Access Pricing is available as of the effective date of Amendment 11 for all new services.
- (vii) Existing services may be repriced using the Flat Rate Access Pricing after completion of the original circuit term and upon Provider's receipt of a request for re-term from Customer. Provided however, the Flat Rate Access Pricing for existing services repriced under this Section 23 will be effective beginning with the first (1st) day of the calendar month following at least thirty (30) days after Provider's receipt of Customer's request for re-term.

23.1.2 Provider Access Quotes.

SECTION 23.1.2 REDACTED

23.2 Disconnection of Individual Circuits

23.2.1 Following installation, Customer may disconnect all or a portion of the Access Service if Customer provides written notification thereof to Provider thirty (30) days in advance of the effective date of disconnection. In the event of such disconnection, Customer shall pay to Provider all charges for Access Service provided through the effective date of such disconnection plus a disconnection charge equal to any termination charges, expenses, fees or penalties incurred by Provider due to cancellation/disconnection of Access.

REFER TO TABLE "LOCAL ACCESS BILLING ADMINISTRATION" IN SECTION 26.4.6 OF THIS EXHIBIT FOR ADDITIONAL PRICING.

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ATTACHMENT 3

(REPLACE ATTACHMENT C-2 IN ITS ENTIRETY WITH THE NEW ATTACHMENT C-2 AS
SET FORTH BELOW)

ATTACHMENT C-2
INTERNATIONAL TOLL FREE SERVICE (ITFS)
AND
UNIVERSAL INTERNATIONAL FREE PHONE NUMBER (UIFN)

(CURRENT RATES WILL BE ATTACHED TO THIS COVER SHEET)

[ATTACHMENT C-2 REDACTED]

ATTACHMENT 4

(REPLACE ATTACHMENT C-7 IN ITS ENTIRETY WITH THE NEW ATTACHMENT C-7 AS
SET FORTH BELOW)

ATTACHMENT C-7
DOMESTIC PRIVATE LINE IXC PRICING

[ATTACHMENT C-7 REDACTED]

ATTACHMENT 5

**(REPLACE SECTION 1 OF ATTACHMENT C-13 IN ITS ENTIRETY WITH THE NEW
SECTION 1 AS SET FORTH BELOW)**

ATTACHMENT C-13
DEDICATED INTERNET PRICING

[ATTACHMENT C-13 REDACTED]

ATTACHMENT 6

**(REPLACE ATTACHMENT C-17 IN ITS ENTIRETY WITH THE NEW ATTACHMENT C-17 AS
SET FORTH BELOW)**

ATTACHMENT C-17
METRO PRIVATE LINE

[ATTACHMENT C-17 REDACTED]

ATTACHMENT C-17A
METRO PRIVATE LINE (MPL) – CORRIDOR ZONES
(EFFECTIVE OCTOBER 1, 2002)

There are six (6) city pairs where Corridor Zones currently exist:

- 1) New York City (LATA 132) to New Jersey (LATA 222)
- 2) New York City (LATA 132) to New Jersey (LATA 224)
- 3) New Jersey (LATA 222) to New Jersey (LATA 224)
- 4) Camden, NJ (LATA 856) to Philadelphia, PA (LATA 215)
- 5) Ashburn VA (LATAs 301,703) to Washington DC (LATA 202). The Ashburn end of the circuit must be in a lit building.
- 6) Ashburn, VA (LATAs 301,703) to Philadelphia, PA (LATA 215). Both ends of the circuit must be lit buildings.

See section 36.4.5 for special pricing condition related to Corridor Zones.

(PAGES C-113 THROUGH C-118 ARE INTENTIONALLY OMITTED)