

AMENDMENT 14
TO THE
TELECOMMUNICATIONS SERVICES AGREEMENT
BETWEEN
VERIZON SERVICES ORGANIZATION INC.
AND
MCI WORLDCOM NETWORK SERVICES, INC.

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This Amendment 14 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 14 shall be effective November 1, 2004.

2. AGREEMENT MODIFICATION

2.1 REPLACE in its entirety Section 21, SPECIAL APPLICATION – POST PAID CARD PLATFROM, of Exhibit C with the following:

“Effective November 1, 2004, Special Application rating for the existing Verizon Long Distance Post-Paid Calling Card platform is no longer available. Call rating for the platform will be per the applicable Transcend and ATF rate schedules.”

2.2 ADD a new Section 39, DO NOT CALL SYSTEM ACCESS SERVICE, to Exhibit C as set forth in **Attachment 1**.

2.3 AMENDMENT SECTION 2.3 REDACTED

REDACTED COPY

2.4 AMENDMENT SECTION 2.4 REDACTED

- 2.5 Exhibit C, Attachment C-5, REPLACE Subsection 6.1.1 (as added by Amendment 7) in its entirety with the following:

“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 Interconnections(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 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 UIFN Attachment, all terms and conditions set forth in the Agreement and the TSA will apply, to the extent applicable, to DEDICATED UIFN and SWITCHED UIFN provided hereunder.”

- 2.6 Exhibit C, REMOVE in its entirety Attachment C-6.

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 14 as of the date set forth above.

MCI WORLDWIDE NETWORK SERVICES, INC

VERIZON SERVICES ORGANIZATION INC.

Robert Brejcha
Signature

[Signature]
Signature

Robert Brejcha
Print Name

Scott C. Pierce
Print Name

Vice President
Title

Executive Director
Title

11-9-04
Date

November 10, 2004
Date

ATTACHMENT 1

(ADD THE NEW SECTION 39 TO EXHIBIT C AS SET FORTH BELOW)

39. DO-NOT-CALL SYSTEM ACCESS SERVICE

39.1 "DO-NOT-CALL SYSTEM ACCESS Service" or "DO-NOT-CALL Service" utilizes dedicated access lines to access the Teleblock® Do-Not Call System Blocking System (the "Teleblock® System"), operated by Call Compliance, Inc. in partnership with Verisign, Inc. For those dedicated access lines on which Provider provides DO-NOT-CALL Service, with respect to each outbound call made by Customer's End Users, Provider will send a message to the Teleblock® System indicating the dialed ANI. Following Provider's receipt of a message from the Teleblock® System, Provider will either complete or block the call.

39.2 DO-NOT-CALL Service is only used in conjunction with END USER DEDICATED 1+ Service, ISDN-PRI or Digital Trunks (Local Service) and is not available in all locations. Subject to the provisions set forth in this Service Description, all terms and conditions set forth in the Agreement will apply, to the extent applicable, to DO-NOT-CALL Service provided hereunder.

39.3 Notwithstanding anything to the contrary, nothing contained herein constitutes nor is intended to constitute an offer, inducement, promise, or contract of any with Call Compliance, Inc or Verisign, Inc. Provider does not make any representations or warranties with respect to the Teleblock® System. The provision of DO-NOT-CALL Service is dependent upon Provider's receipt of accurate messages from the Teleblock® System. Customer agrees to indemnify and hold harmless Provider from any claims or damage assessed by third parties arising out of or relating to any defect in the Teleblock® System.

39.4 Pricing

39.4.1 Access and Usage Charges. Standard applicable Dedicated Access line and /or local trunk monthly access charges apply. Standard Transcend per minute usage charges also apply.

39.4.2 Do-Not-Call System Access Service. Provider shall not charge for this service.

39.4.3 Call Compliance Teleblok® Pricing

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SECTION 39.4.3 REDACTED