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AMENDMENT 7  
TO THE  
TELECOMMUNICATIONS SERVICES AGREEMENT  
BETWEEN  
VERIZON GLOBAL NETWORKS INC.  
AND  
MCI WORLDCOM NETWORK SERVICES, INC.

STATE OF WASH.  
UTIL. AND TRANSP.  
COMMISSION

This Amendment 7 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 Global Networks 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 7 shall be effective July 1, 2002.

2. AGREEMENT MODIFICATION

AMENDMENT 7, SECTION 2.1 REDACTED

REDACTED COPY

~~CONFIDENTIAL~~

AMENDMENT 7, SECTION 2.2. REDACTED

2.3 Exhibit C, DELETE Section 7.2 in its entirety.

2.4 AMENDMENT 7, SECTION 2.4 REDACTED

2.5 AMENDMENT 7, SECTION 2.5 REDACTED

- 20.2.3 Start of Service for VNET CALLING CARD Service will begin concurrently with the activation of each End User's initial utilization of a VNET Calling Card (i.e., initial PIN usage).
- 20.2.4 VNET CALLING CARD Service may be originated from locations in the 48 contiguous United States, Hawaii, Alaska, Puerto Rico, the U.S. Virgin Islands, Guam and Canada and terminated to locations in the 48 contiguous United States and Canada.
- 20.2.5 All Domestic calls will be billed in six (6) second increments and subject to an eighteen (18) second minimum charge. Calls to/from International Locations, will be billed in six (6) second increments and subject to thirty (30) second minimum charge (excluding Mexico which has a sixty (60) second minimum). "

AMENDMENT 7, SECTION 2.6 REDACTED

The pricing below applies to service installed on or after the Effective Date of this Amendment ("New Service") and is based upon Region and not the actual third party provider used:

| Region        | DSO      | DS1       | DS3         |
|---------------|----------|-----------|-------------|
| Ameritech     | \$ 25.00 | \$ 130.00 | \$ 950.00   |
| Bell Atlantic | \$ 25.00 | \$ 130.00 | \$ 1,150.00 |
| Bell South    | \$ 25.00 | \$ 130.00 | \$ 1,100.00 |
| NYNEX         | \$ 25.00 | \$ 130.00 | \$ 1,300.00 |
| Pac Bell      | \$ 25.00 | \$ 130.00 | \$ 900.00   |
| SW Bell       | \$ 25.00 | \$ 130.00 | \$ 1,150.00 |
| US West       | \$ 25.00 | \$ 130.00 | \$ 1,100.00 |

- 2.7 REMOVE in its entirety Attachment C-4, SPECIAL COUNTRY INTERNATIONAL TRANSPORT RATES.
- 2.8 REPLACE the current Attachment C-5 in its entirety with the attached new Attachment C-5 set forth in **Attachment 1**.
- 2.9 REPLACE the current Attachment C-6 in its entirety with the attached new Attachment C-6 set forth in **Attachment 2**.
- 2.10 ADD a new Attachment C-16 to Exhibit C as set forth in **Attachment 3**.

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 7 as of the date set forth above.

MCI WORLD COM NETWORK SERVICES, INC.

VERIZON GLOBAL NETWORKS INC.

Signature

Signature

Robert A. Brejcha

Michael J. Crapp

Print Name

Print Name

Vice President

Director - Contract Management

Title

Title

June 27, 2002

Date

Date

ATTACHMENT 1

(REPLACE THE CURRENT ATTACHMENT C-5 WITH THE NEW ATTACHMENT C-5 BELOW)

ATTACHMENT C-5

ADVANCED TOLL FREE

1. ADVANCED TOLL FREE SERVICE CHARGES:

1.1 Customer's measured and per call charges for ADVANCED TOLL FREE Service are as described below.

| SERVICE   | RATE                |
|---|---------------------|
| INTERSTATE (within the 48 contiguous United States)   | SEE Schedule ATF-A  |
| INTERSTATE EXTENDED DOMESTIC Locations (from Extended Locations to the 48 contiguous United States) | SEE Schedule ATF-B  |
| INTRASTATE (within the 48 contiguous United States)   | SEE Schedule ATF-C  |
| CANADA (from Canada to the 48 contiguous United States)   | SEE Schedule ATF-D  |
| INTERNATIONAL (from International Locations to the 48 contiguous United States)                     | SEE Attachment C-16 |

1.2 "LEC Groups" shall mean collectively the groups set forth in the current ATF LEC Groups Table, incorporated herein and made a part hereof by this reference. Each LEC Group shall be known by the heading assigned to it in the ATF LEC Groups Table and shall be comprised of the entity or entities listed under said heading. The headings in the ATF LEC Groups Table are for reference and convenience only and in no way shall define or limit the scope of each LEC Group. Any LEC not listed on the ATF LEC Groups Table shall be deemed a member of the "All Other LECs".

1.3 ADVANCED TOLL FREE Service Features and Charges

Upon request, Provider will provide those features and services for ADVANCED TOLL FREE Service described on **Schedule ATF-F** subject to the respective rates listed.

2. TOLL FREE CBL SERVICE CHARGES

2.1 Customer's measured and per call charges for TOLL FREE CBL Service are described below are not subject to any further discounts.

| JURISDICTION   | RATE PER MINUTE |
|--|-----------------|
| INTERSTATE<br>• Within the 48 contiguous United States | \$0.0500        |
| INTERSTATE Extended                                    |                 |

| JURISDICTION  | RATE PER MINUTE  |
|---|--|
| <ul style="list-style-type: none"> <li>Alaska to 48 contiguous United States</li> <li>Hawaii to 48 contiguous United States</li> <li>Puerto Rico to 48 contiguous United States</li> <li>US Virgin Islands to 48 contiguous United States</li> <li>Guam to 48 contiguous United States</li> </ul> | <p>\$0.1900</p> <p>\$0.0800</p> <p>\$0.0825</p> <p>\$0.0825</p> <p>\$0.2050</p>  |
| INTRASTATE  | SEE Schedule ATF-G   |
| INTERNATIONAL   |  |
| <ul style="list-style-type: none"> <li>International locations to 48 contiguous United States (excluding Canada and Mexico)</li> </ul>  | <p>The rates set forth in Section 3.07314 of the Tariff less a 20% discount. Customer's International rates will not be subject to any other discount.</p> |
| <ul style="list-style-type: none"> <li>Canada to 48 contiguous United States</li> </ul>   | \$0.0723   |
| <ul style="list-style-type: none"> <li>Mexico to 48 contiguous United States</li> </ul>   | <p>The rates set forth in Table V, Part H of the Tariff which state the distance from the Mexico border to the destination in Mexico.</p>                  |

## 2.2 TOLL FREE CBL Service Features and Charges

Upon request, Provider will provide those features for TOLL FREE CBL Service as described in Section C.3.088 of the Tariff subject to rates set forth therein. Customer shall also pay a monthly service fee per Toll Free Service Group for dedicated terminations as described in Option F, Section C. 3.0812 of the Tariff.

## 3. ATF PRICING SCHEDULES

| Schedule ATF – A              |                |               |                              |
|-------------------------------|----------------|---------------|------------------------------|
| Interstate Advanced Toll Free |                |               |                              |
|                               | LEC Group Name | ATF Base Rate | Defined by State (if needed) |
| 1                             | Ameritech      | 0.0202        |                              |
| 2                             | Ameritech - IL | 0.0193        |                              |
| 3                             | Bell Atlantic  | 0.0184        |                              |
| 4                             | Bell South     | 0.0203        |                              |
| 5                             | NYNEX          | 0.0279        |                              |

| Schedule ATF – A              |                             |               |  |
|-------------------------------|-----------------------------|---------------|--|
| Interstate Advanced Toll Free |                             |               |  |
|                               | LEC Group Name              | ATF Base Rate | Defined by State (if needed)                                       |
| 6                             | NYNEX Lata 132              | 0.0265        |  |
| 7                             | Pacific Bell - CA           | 0.0202        |  |
| 8                             | Pacific Bell - NV           | 0.0238        |  |
| 9                             | Southwestern Bell           | 0.0216        |  |
| 10                            | US West                     | 0.0211        |  |
| 11                            | GTE 1                       | 0.0247        | CA,FL,MN   |
| 12                            | GTE 2                       | 0.0360        | MO,TX,VA,WA  |
| 13                            | GTE 3                       | 0.0427        | IL,MI,NM,OH,OK,OR,PA,SC  |
| 14                            | GTE 4                       | 0.0495        | AL,IN,KS,KY,NC,NE,WI   |
| 15                            | GTE 5                       | 0.0630        | AR,AZ,IA,ID,NV   |
| 16                            | NECA 1                      | 0.0765        | AL,CT,FL,IL,IN,LA,MA,MD,NC,NE,NV,NY,OH,PA,S<br>C,TN,VA,WI          |
| 17                            | NECA 2                      | 0.0832        | AR,CA,CO,GA,IA,ME,MI,MN,MO,MS,MT,NH,OR,S<br>D,TX,VT,WV,WY          |
| 18                            | NECA 3                      | 0.0865        | KS,KY,ND,NM,OK,WA  |
| 19                            | NECA 4                      | 0.1035        | AZ,ID,UT   |
| 20                            | Aliant                      | 0.0252        |  |
| 21                            | Centel                      | 0.0315        |  |
| 22                            | Contel 1                    | 0.0540        | AL,AR,AZ,IN,KY,MN,MO,NC,ND,OK,SC,SD,TN,VA                          |
| 23                            | Contel 2                    | 0.0585        | CA,FL,IA,IL,NM,NV,OH,OR,PA,TX,WA,WI,WV                             |
| 24                            | SNET <sup>1</sup>           | 0.0225        |  |
| 25                            | United 1                    | 0.0315        | FL,NC,NJ,PA,SC,TN,VA   |
| 26                            | United 2                    | 0.0495        | IN,OH,OR,WA  |
| 27                            | United 3                    | 0.0578        | AL,AZ,CA,CO,GA,IA,IL,KS,LA,MA,MD,MN,MO,MS,<br>NE,NH,NY,OK,TX,UT,WY |
| 28                            | All Other LECs <sup>2</sup> | 0.0945        |  |

Rates apply only for origination in contiguous U.S.

Rates do not include Service Management System pass-through charges.

Billing Increments for Domestic service are 18 second minimum, 6 second increments

ATF Interstate traffic must terminate via dedicated access from an Provider point of presence to a customer owned and operated location.



<sup>1</sup> Includes Cincinnati Bell and Rochester Tel

<sup>2</sup> Includes all LECs not included in the listed categories and any new OCNs not defined in the table

| Schedule ATF - B                     |          |          |
|--------------------------------------|----------|----------|
| Extended Domestic Advanced Toll Free |          |          |
| To U.S. Mainland from:               | Peak     | Off Peak |
| Alaska                               | \$0.2259 | \$0.2144 |
| Puerto Rico                          | \$0.1092 | \$0.0977 |
| U.S. Virgin Islands                  | \$0.0758 | \$0.0643 |
| Hawaii                               | \$0.0919 | \$0.0804 |
| Guam                                 | \$0.2286 | \$0.2286 |
| Saipan                               | \$0.2436 | \$0.2436 |
| American Samoa                       | \$0.5089 | \$0.5089 |

Off Peak is defined as 5:00 PM - 7:59 AM Monday through Friday and all day Saturday, Sunday, and Holidays.

All other times are Peak

Times are based on where the call originates

| Schedule ATF - C   |          |                |          |
|--|----------|----------------|----------|
| Intrastate Advanced Toll Free (rates are not discountable) |          |                |          |
| State  | ATF Rate | State          | ATF Rate |
| Alabama  | \$0.0300 | Nebraska       | \$0.0440 |
| Arizona  | \$0.0750 | Nevada         | \$0.0300 |
| Arkansas   | \$0.0450 | New Hampshire  | \$0.0475 |
| California   | \$0.0260 | New Jersey     | \$0.0340 |
| Colorado   | \$0.0642 | New Mexico     | \$0.0850 |
| Connecticut  | \$0.0235 | New York       | \$0.0325 |
| Delaware   | \$0.0260 | North Carolina | \$0.0740 |
| Florida  | \$0.0510 | North Dakota   | \$0.0650 |
| Georgia  | \$0.0300 | Ohio           | \$0.0300 |
| Idaho  | \$0.0700 | Oklahoma       | \$0.0350 |
| Illinois   | \$0.0220 | Oregon         | \$0.0510 |

| <b>Schedule ATF - C</b>                                    |          |                |          |
|--|----------|----------------|----------|
| Intrastate Advanced Toll Free (rates are not discountable) |          |                |          |
| State  | ATF Rate | State          | ATF Rate |
| Indiana  | \$0.0305 | Pennsylvania   | \$0.0510 |
| Iowa   | \$0.0500 | Rhode Island   | \$0.0275 |
| Kansas   | \$0.0485 | South Carolina | \$0.0570 |
| Kentucky   | \$0.0500 | South Dakota   | \$0.0725 |
| Louisiana  | \$0.0250 | Tennessee      | \$0.0350 |
| Maine  | \$0.0300 | Texas          | \$0.0506 |
| Maryland   | \$0.0350 | Utah           | \$0.0375 |
| Massachusetts  | \$0.0500 | Vermont        | \$0.1050 |
| Michigan   | \$0.0200 | Virginia       | \$0.0550 |
| Minnesota  | \$0.0667 | Washington     | \$0.0420 |
| Mississippi  | \$0.0234 | West Virginia  | \$0.0673 |
| Missouri   | \$0.0965 | Wisconsin      | \$0.0260 |
| Montana  | \$0.0625 | Wyoming        | \$0.0376 |

| <b>Schedule ATF - D</b>  |
|--|
| Canada Advanced Toll Free (rates are not discountable)               |
| To U.S. Mainland from Canada: 0.065 / per minute (peak and off-peak) |

| <b>Schedule ATF - E</b>                                    |
|--|
| LEC Groups   |
| See ATF LEC Group Table Agreement Reference Document (ARD) |

4. ATF DOMESTIC FEATURES

| <b>Schedule ATF-F</b>   |          |          |          |
|---|----------|----------|----------|
| Customer may request the following features for Toll Free service (All costs are per 800 number unless otherwise indicated) |          |          |          |
| Feature   | Monthly  | Install  | Changes  |
| Basic Routing Feature Package   | \$ 50.00 | \$ 50.00 | \$ 25.00 |
| Point of Call Routing   |          |          |          |

| Schedule ATF-F  |                   |                            |           |
|---|-------------------|----------------------------|-----------|
| Provider Exchange Routing   |                   |                            |           |
| Day of Week Routing   |                   |                            |           |
| Time Interval Routing   |                   |                            |           |
| Percentage Allocation Routing   |                   |                            |           |
|   |                   |                            |           |
| Tailored Call Coverage  |                   | \$ 150.00                  | \$ 50.00  |
| Holiday Routing   |                   | \$ 50.00                   | \$ 50.00  |
| ID Codes (per 100)  | \$ 30.00          | \$ 50.00                   | \$ 50.00  |
| Account Codes   | \$ 30.00          | \$ 50.00                   |           |
| DNIS/Trunk Group  |                   | \$ 50.00                   |           |
| Alternate Routing   | \$50/plan         | \$10/plan                  | \$50/plan |
|   |                   | \$50/plan activation       |           |
| PRICING CAPS ON FEATURE CHARGES (per month, per Corporate ID)   |                   |                            |           |
| Monthly Charges:  | \$ 750.00         |                            |           |
| Install Charges:  | \$ 500.00         |                            |           |
| Change Charges:   | \$ 500.00         |                            |           |
| Advanced Toll Free Service Fee  |                   |                            |           |
| Customer shall pay a \$50 per month service fee per Toll Free Service Group for dedicated terminations as stated in Option F, Section C-3.0812 of the Tariff. |                   |                            |           |
| Disconnect Message Referral (DMR)   |                   |                            |           |
| Options   | Monthly Recurring | Usage Charges              |           |
| Disconnect Message  |                   | N/A                        |           |
| DMR to an Provider Number   |                   | N/A                        |           |
| DMR to non-Provider Number  | \$ 150.00         | N/A                        |           |
| DMR to An Provider Number w/Call Extension  |                   | Toll Free per minute rates |           |
| DMR to a non-Provider Number w/Call Extension   | \$ 150.00         | Toll Free per minute rates |           |
| Change Charges  | Non-Recurring     |                            |           |
| DMR Type Change   | \$ 50.00          |                            |           |
| DMR Call Extension Termination Change   | \$ 50.00          |                            |           |
| DMR Referral Number Change  | \$ 50.00          |                            |           |
| DMR Extend Time Period Change   | \$ 50.00          |                            |           |

| Schedule ATF-F   |                               |                                       |  |
|--|-------------------------------|---------------------------------------|--|
| Automatic Number Identification (ANI)  | Monthly Service               | Per ANI Delivered                     |  |
| Toll Free ANI Group (RTANI)*   |                               | \$0.01/Call                           |  |
| Toll Free ISDN ANI Group   |                               | \$0.01/Call                           |  |
| *Install & Monthly recurring fees are N/A for RTANI. However, fees are assessed (\$0.01) on a per call basis.  |                               |                                       |  |
| Cross Corp ID Routing  |                               |                                       |  |
| No Charge  |                               |                                       |  |
| Payphone Blocking  | Install                       | Monthly Recurring                     |  |
| Per Corp ID  | \$ 200.00                     | \$ 250.00                             |  |
|  |                               |                                       |  |
| Other Non-Recurring Charges  | ANI/Line/Number               | Per Order                             |  |
| 8003 (CBL)   | \$50 (change ANI termination) |                                       |  |
| Cancellation of Order Prior to Install   |                               | \$ 130.00                             |  |
| Administrative Change**  |                               | \$ 20.00                              |  |
| Toll Free Number Addition  | \$38/per Toll Free Number*    | N/A                                   |  |
| DAL Installation   |                               | \$ 50.00                              |  |
| ** ADMN package is created in Netcom and pulled into a COMS change order. ADMN is used to add/move/change/delete customer's equipment packages.  |                               |                                       |  |
| Network Call Redirect  | Charge per Routing Table      | Maximum Charge per Month per Customer |  |
| Installation   | \$ 150.00                     | \$2,400.00                            |  |
| Changes  | \$ 50.00                      | \$2,400.00                            |  |
| Monthly-Recurring  | \$ 10.00                      | \$2,500.00                            |  |
| Network Call Redirect per call Charges   |                               |                                       |  |
| \$0.03 surcharge per call for NCR calls  |                               |                                       |  |
| There are no caps for the Network Call Redirect per call charge. Calls that complete to a location that has Network Call Redirect set up, but don't need to overflow are not assessed the \$0.03 per call. |                               |                                       |  |

| Schedule ATF- G   |        |                |        |
|---|--------|----------------|--------|
| Common Business Line Switched Intrastate Rates (non-discountable) |        |                |        |
| ALABAMA   | 0.0515 | NEBRASKA       | 0.1171 |
| ARIZONA   | 0.0941 | NEVADA         | 0.0582 |
| ARKANSAS  | 0.1018 | NEW HAMPSHIRE  | 0.0801 |
| CALIFORNIA*   | 0.0321 | NEW JERSEY     | 0.0571 |
| California Intra-LATA*  | 0.0321 | NEW MEXICO     | 0.1662 |
| COLORADO  | 0.0750 | NEW YORK       | 0.0662 |
| CONNECTICUT   | 0.0319 | NORTH CAROLINA | 0.1014 |
| DELAWARE  | 0.0446 | NORTH DAKOTA   | 0.1378 |
| FLORIDA   | 0.0834 | OHIO           | 0.0469 |
| GEORGIA   | 0.0657 | OKLAHOMA       | 0.0842 |
| IDAHO   | 0.1141 | OREGON         | 0.0704 |
| ILLINOIS  | 0.0518 | PENNSYLVANIA   | 0.0902 |
| INDIANA   | 0.0592 | RHODE ISLAND   | 0.0951 |
| IOWA  | 0.1120 | SOUTH CAROLINA | 0.0831 |
| KANSAS  | 0.1006 | SOUTH DAKOTA   | 0.1304 |
| KENTUCKY  | 0.0957 | TENNESSEE      | 0.0652 |
| LOUISIANA   | 0.0470 | TEXAS          | 0.0949 |
| MAINE   | 0.0987 | UTAH           | 0.0749 |
| MARYLAND  | 0.0576 | VERMONT        | 0.1179 |
| MASSACHUSETTS   | 0.0531 | VIRGINIA       | 0.0986 |
| MICHIGAN  | 0.0520 | WASHINGTON     | 0.0846 |
| MINNESOTA   | 0.1019 | WEST VIRGINIA  | 0.1201 |
| MISSISSIPPI   | 0.0634 | WISCONSIN      | 0.0682 |
| MISSOURI  | 0.1375 | WYOMING        | 0.0942 |
| MONTANA   | 0.1079 |                |        |

5. ENHANCED CALL ROUTING (ECR)

| Schedule ATF- H  |          |         |               |
|--|----------|---------|---------------|
| Feature  | Usage    | Monthly | Non-Recurring |
| Platform Rate per Minute (billed in 6 second increments) | \$ 0.030 |         |               |
|  |          |         |               |

| <b>Schedule ATF- H</b>  |          |          |            |
|---|----------|----------|------------|
| <b>Feature Charges (see notes below):</b>   |          |          |            |
| Menu Routing  | \$ 0.030 |          |            |
| Message Announcement  | \$ 0.030 |          |            |
| Advanced Database   | \$ 0.035 |          |            |
| Busy Ring No Answer   | \$ 0.010 |          |            |
| Takeback and Transfer (TnT)   | \$ 0.025 |          |            |
| Caller Takeback   | \$ 0.025 |          |            |
| <b>Additional Charges:</b>  |          |          |            |
| New ECR Application Install Charge  |          |          | \$1,000.00 |
| ECR Monthly Recurring Fee   |          | \$250.00 |            |
| ECR Change Fee  |          |          | \$250.00   |
| Advanced Database Install Charge  |          |          | \$500.00   |
| Advanced Database Monthly Fee   |          | \$500.00 |            |
| Advanced Database Changes w/MCIW Assistance   |          |          | \$500.00   |
| Remote Audio Update (RAU) Install Charge  |          |          | \$100.00   |
| RAU Monthly Fee:  |          | \$100.00 |            |
| <p><b>NOTES:</b> Features are charged on calls only when they are used and are charged just once per call except for TnT and Caller Takeback which are charged per use.</p> <p>A cap of a maximum charge of \$0.10 will be implemented</p> <p>A \$0.01/call feature/ECR minimum will be charged. This charge is not added to the feature charges, but charged if no features are used on a call</p> |          |          |            |

## 6. UNIVERSAL INTERNATIONAL FREEPHONE NUMBER (UIFN) SERVICE

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.

### 6.1 UIFN SERVICES:

- 6.1.1 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 48 contiguous 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 48 contiguous 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 48 contiguous 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.

- 6.1.2 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 TSA relating to or referencing "Carrier Service Interconnections" or "Service Interconnections" shall be deemed to include UIFN Interconnections.
- 6.2 UIFN TERM: The "UIFN Term" will commence as of July 1<sup>st</sup>, 2002 and will be coterminous with the Service Term described in the TSA. At the end of the UIFN Term, the terms and conditions contained in this UIFN Attachment 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.
- 6.3 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-16. The rates shown on Attachment C-16 are not subject to any discounts.
- 6.4 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 \$175.00 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.
- 6.5 START OF SERVICE: Start of Service for (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.

6.6 LIMITATION OF ORIGINATION OR TERMINATION LOCATIONS:

DEDICATED UIFN: (i) origination is available from those countries shown on Attachment C-16 as such Schedule may be amended or modified from time to time by Provider, and (ii) termination is available to locations in the 48 contiguous United States.



ATTACHMENT 2

(REPLACE THE CURRENT ATTACHMENT C-6 WITH THE NEW ATTACHMENT C-6 BELOW)

ATTACHMENT C-6

SPECIAL APPLICATION – POST PAID CARD PLATFORM

For purposes of this Agreement, "Customer's Current Calling Card Service Application" as of January 1, 1999, is associated with the following toll free numbers: **800/225-5483, 800/483-9500 and 888/225-5483.**

Pricing for services not covered herein shall fall under the terms of Provider Tariff FCC No. 1. Rates set forth in this Exhibit do not include charges for installation, taxes, tax-related surcharges, and other applicable surcharges and charges for access except as otherwise provided. Rates are in lieu of any discounts, promotions and credits otherwise applicable pursuant to the Tariff.

For T-1 access between Provider network and Customer's switch(s) at collocated sites, Provider will waive all monthly recurring and one-time installation charges for local loop, Access Coordination and Central Office Connection. Customer shall pay fees associated with Primary Rate Interface as provided in **Exhibit C**, Section 22 of this Agreement. Customer shall pay fees associated with ATF Domestic Features as provided in **Attachment C-5** of this Agreement.

1. PRISM 1

| JURISDICTION   | RATE PER MINUTE   |
|--|---|
| INTERSTATE<br>Within the 48 contiguous United States | \$0.0075 Transport plus Egress Rate as defined in this Attachment.  |
| INTERSTATE Extended                                  |   |
| 48 contiguous United States to Alaska                | \$0.1344  |
| 48 contiguous United States to Hawaii                | Interstate Rate*  |
| 48 contiguous United States to Puerto Rico           | Interstate Rate*  |
| 48 contiguous United States to US Virgin Islands     | Interstate Rate*  |
| 48 contiguous United States to Guam                  | \$0.1020  |
| 48 contiguous United States to Saipan (CNMI)         | \$0.1826  |
| INTRASTATE   |   |
| All States excluding Texas                           | Not applicable unless Customer relocates existing Card Platform to state other than Texas. In the event Customer relocates Card Platform to another state, unless otherwise agreed, rates will be determined under Provider's applicable state tariffs as modified from time to time by Provider. |
| Texas  | \$0.0075 Transport plus Egress Rate as defined in this Attachment.  |
| CANADA (All Regions)                                 | \$0.0596  |
| MEXICO (Peak/Off Peak)                               | \$0.1580  |

| JURISDICTION  | RATE PER MINUTE   |
|---|---|
| INTERNATIONAL<br>48 contiguous United States to International locations | See International Rates as set forth in <b>Attachment C-3</b> . [Note: The rate for any country not listed will be the rate set forth in Section 3.0731 of the Tariff less a 20% discount.] |

\* If the percentage of minutes terminating to Hawaii, Puerto Rico and the US Virgin Islands is more than five percent (5%) of the total domestic interstate PRISM 1 Service minutes, Customer agrees to pay an additional \$0.035 to the rates shown for each minute in excess of the five percent (5%) limit.

2. **ADVANCED TOLL FREE SERVICE**

Customer's **ADVANCED TOLL FREE** Services will be subject to the following rates:

| JURISDICTION  | RATE PER MINUTE  |
|---|--|
| INTERSTATE<br>Within the 48 contiguous United States  | \$0.0075 Transport plus Access Rate as defined this Attachment.  |
| INTERSTATE Extended<br>Alaska to 48 contiguous United States<br>Hawaii to 48 contiguous United States<br>Puerto Rico to 48 contiguous United States<br>US Virgin Islands to 48 contiguous United States<br>Guam to 48 contiguous United States<br>American Samoa to 48 contiguous United States<br>Saipan (CNMI) to 48 contiguous United States | \$0.1305<br>Interstate Rate*<br>Interstate Rate*<br>Interstate Rate*<br>\$0.1818<br>\$0.5089<br>\$0.2192   |
| INTRASTATE<br>All States excluding Texas and New York<br><br>Texas and New York   | Not applicable unless Customer relocates existing Card Platforms to states other than Texas or New York. In the event Customer relocates Card Platform(s) to another state, unless otherwise agreed, rates will be determined under Provider's applicable state tariffs as modified from time to time by Provider.<br><br>\$0.0075 Transport plus Access Rate as defined in this Attachment. |
| CANADA<br>To 48 contiguous United States from Canada  | \$0.065 (peak and off-peak)  |

| JURISDICTION  | RATE PER MINUTE   |
|---|---|
| INTERNATIONAL<br><br>International locations to 48 contiguous United States | See ITFS Rates as set forth in Exhibit C, Attachment C-2 of this Agreement. |

\* If the percentage of minutes originating from Hawaii, Puerto Rico and the US Virgin Islands is more than five percent (5%) of the total domestic interstate Advanced Toll Free Service minutes, Customer agrees to pay an additional \$0.035 to the rates shown above for each minute in excess of the five percent (5%) limit.

3. ACCESS & EGRESS

Notwithstanding anything to the contrary contained herein above, the parties agree to modify in the manner set forth herein, the following rates for the specific Services set forth below (each a "Call Type") in order to take into account Provider's average costs as modified from time to time and Customer's actual traffic patterns:

- 3.1 PRISM 1 Service - Interstate and Interstate Extended (excluding Alaska, Guam, and Saipan).
- 3.2 PRISM 1 Service – Intrastate (Texas).
- 3.3 ADVANCED TOLL FREE Service - Interstate and Interstate Extended (excluding Alaska, Guam and Saipan).
- 3.4 ADVANCED TOLL FREE Service – Intrastate (Texas and New York).

With respect to the Call Types described in 3.1 and 3.3 above, Provider agrees to multiply (x) Provider's applicable cost (as determined by Provider) per "LEC Group" as stated in this Attachment, for the preceding month by (y) the percent of Customer's total applicable traffic terminated or originated to/from such LEC Group for such preceding month. The sum of the resulting products will then be added to \$0.0075 to produce Customer's modified rates for both Interstate call types 3.1 and 3.3. Provider agrees to supply Customer by the tenth (10<sup>th</sup>) of each month (refer to example), a spreadsheet containing the following detail:

- Percentage of Customer's Traffic Distribution for each LEC Group utilized to calculate current Modified Rates
- Percentage of monthly variance by LEC Group
- New rates for each Call Type
- Usage and Invoice Month
- Notification of changes to LEC Groups

- If applicable, an explanation of significant fluctuations/variances in Modified Interstate Rate

Example: Invoice Month August  
 Usage Month July  
 Modified Rate Calculated based on June Usage  
 Receipt of Modified Rates August 10<sup>th</sup>

With respect to the Call Types described in 3.2 and 3.4 above, Provider agrees to multiply (x) Provider's applicable cost (as determined by Provider) for Intrastate Texas traffic only for the preceding month by (y) Customer's Intrastate traffic within the State of Texas for such preceding month. The sum of the resulting product will then be added to \$0.0075 to produce Customer's modified rates for both Call Types 3.2 and 3.4. Provider agrees to supply Customer by the tenth (10<sup>th</sup>) of each month a spreadsheet containing the following detail:

Percentage of Customer's Intrastate Traffic within the State of Texas

- Percentage of monthly variance
- New rates for each Call Type
- Usage and Invoice Month
- If applicable, explanation of significant fluctuations/variances in Modified Texas Rate

For purposes of determining Customer's Modified Rate each month as described in this Attachment, with respect to PRISM 1 and ADVANCED TOLL FREE Interstate Service, the following "LEC Groups" will apply:

| LEC GROUP             |
|-----------------------|
| Ameritech             |
| Ameritech, IL         |
| Bell Atlantic         |
| Bell South            |
| NYNEX                 |
| Pacific Telesis, CA   |
| Pacific Telesis, NV   |
| Southwestern Bell     |
| US West               |
| GTE 1<br>(CA, FL, MN) |
| GTE 2                 |

| LEC GROUP  |
|--|
| (MO, TX, VA, WA)   |
| GTE 3<br>(IL, OK, MI, NM, PA)  |
| GTE 4<br>(AL, IN, KY, NC, NE, OH, OR, SC, WI)  |
| GTE 5<br>(AR, IA, ID)  |
| NECA 1<br>(AL, CT, FL, IL, IN, LA, MA, MD, MN, NC, NE, NV, NY, OH, PA, SC, TN, VA, WI) |
| NECA 2<br>(CO, GA, IA, KY, ME, MI, MO, MS, MT, NH, OR, VT, WV, WY)                     |
| NECA 3<br>(AR, CA, KS, ND, NM, OK, SD, WA)   |
| NECA 4<br>(AZ, ID, UT)   |
| Aliant   |
| Centel   |
| Contel 1<br>(AL, AR, AZ, IN, KY, MN, MO, NC, SC, VA)                                   |
| Contel 2<br>(CA, IA, IL, NM, PA, TX, WA)   |
| SNET   |
| United 1<br>(FL, NC, NJ, PA, SC, TN, VA)   |
| United 2<br>(IN, OH, OR, WA)   |
| United 3<br>(KS, MN, MO, NE, TX)   |
| Other  |

Customer reserves the right to request justification of fluctuations/variances in the Modified Interstate and Texas Rates. Customer will utilize the following methodology to validate the Modified Rates:

Determine average access/egress cost for each LEC Group by utilizing Customer's internal LEC Rate Tariff Database at an OCN/State level. Validate the percentage of Customer's traffic within each LEC Group based on actual usage for previous month. Any fluctuations/variance in percentages for traffic distribution provided by Provider as stated this Exhibit will be reported by Customer to Provider for explanation. Customer

may request from Provider, an explanation for fluctuations/variances in the Modified Rates. Such explanation shall be provided by Provider within a mutually agreed upon timeframe.

Notwithstanding anything to the contrary contained in this Agreement, at any time and from time to time, Provider reserves the right to modify Customer's International Rates and Alaska, Guam and Saipan for PRISM 1 Service described in this Exhibit and ADVANCED TOLL FREE Service described in this Exhibit (which charge modifications shall not exceed then current generally available Provider charges for comparable services), upon not less than thirty (30) calendar days' prior notice to Customer (facsimile being acceptable), which notice will state the effective date for the charge modification.

#### 4. DIRECTORY ASSISTANCE

Effective November 1, 2001, (i) for domestic interstate and intrastate Directory Assistance, Customer will pay, in addition to all applicable federal, state and local taxes and surcharges, \$0.3800 per call, and (ii) for Canadian Directory Assistance, Customer will pay \$0.6200 per call.

In each month in which (i) Customer's total number of domestic interstate Directory Assistance calls equals or exceeds twelve thousand five hundred (12,500), the above rate for domestic interstate Directory Assistance shall be reduced by \$0.0100 per call, and (ii) Customer's total number of intrastate Directory Assistance calls equals or exceeds twelve thousand five hundred (12,500), the above rate for domestic intrastate Directory Assistance shall be reduced by \$0.0100 per call. Canadian Directory Assistance is not subject to the rate reduction described herein.

Provider shall not provide call completion for Directory Assistance calls.

**(PAGES C-65 THROUGH C-68 ARE BLANK)**

ATTACHMENT 3

(ADD THE FOLLOWING AS A NEW ATTACHMENT C-16 TO EXHIBIT C)



ATTACHMENT C-16

OPTION2 UNIVERSAL INTERNATIONAL FREE PHONE NUMBER (UIFN)  
AND  
OPTION 2 INTERNATIONAL TOLL FREE SERVICE (ITFS)

DEDICATED RATES

(Effective 07/01/2002)

| Country            | Rate      | Country              | Rate      |
|--------------------|-----------|----------------------|-----------|
| Antigua            | \$ 0.2098 | Luxembourg           | \$ 0.0500 |
| Argentina          | \$ 0.1974 | Malaysia             | \$ 0.0418 |
| Australia          | \$ 0.0727 | Marshall Isles       | \$ 0.5298 |
| Austria            | \$ 0.0726 | Mexico               | \$ 0.1802 |
| Bahamas            | \$ 0.1766 | Monaco               | \$ 0.0682 |
| Bahrain            | \$ 0.2298 | Netherland Antilles  | \$ 0.1477 |
| Barbados           | \$ 0.2128 | Netherlands          | \$ 0.0318 |
| Belgium            | \$ 0.0821 | New Zealand          | \$ 0.0564 |
| Bermuda            | \$ 0.1249 | Nicaragua            | \$ 0.2990 |
| Brazil             | \$ 0.1866 | Norway               | \$ 0.0971 |
| Cayman Islands     | \$ 0.1744 | Panama               | \$ 0.2215 |
| Chile              | \$ 0.1302 | Peru                 | \$ 0.2826 |
| China              | \$ 0.3301 | Philippines          | \$ 0.2114 |
| Colombia           | \$ 0.1370 | Poland               | \$ 0.0978 |
| Costa Rica         | \$ 0.2158 | Portugal             | \$ 0.0665 |
| Cyprus             | \$ 0.1220 | Russia               | \$ 0.2202 |
| Denmark            | \$ 0.0349 | San Marino           | \$ 0.0489 |
| Dominican Republic | \$ 0.2107 | Singapore            | \$ 0.1188 |
| Ecuador            | \$ 0.2197 | South Africa         | \$ 0.2222 |
| Finland            | \$ 0.0433 | Spain                | \$ 0.2885 |
| France             | \$ 0.0682 | St. Kitts            | \$ 0.2171 |
| Germany            | \$ 0.0327 | St. Lucia            | \$ 0.2186 |
| Greece             | \$ 0.1785 | St. Vincent          | \$ 0.2198 |
| Guatemala          | \$ 0.2185 | Sweden               | \$ 0.0732 |
| Guyana             | \$ 0.9131 | Switzerland          | \$ 0.0395 |
| Hong Kong          | \$ 0.0830 | Taiwan               | \$ 0.0700 |
| Hungary            | \$ 0.1221 | Thailand             | \$ 0.2129 |
| Indonesia          | \$ 0.1534 | Trinidad and Tobago  | \$ 0.2114 |
| Ireland            | \$ 0.0428 | Turkey               | \$ 0.1650 |
| Israel             | \$ 0.0731 | Turks & Caicos Isles | \$ 0.2377 |

| Country | Rate      | Country        | Rate      |
|---------|-----------|----------------|-----------|
| Italy   | \$ 0.0489 | United Kingdom | \$ 0.0459 |
| Jamaica | \$ 0.2165 | Uruguay        | \$ 0.2184 |
| Japan   | \$ 0.0787 | Venezuela      | \$ 0.2123 |
| Korea   | \$ 0.0518 |                |           |