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AMENDMENT 6

STATE OF WASH.

TO THE TELECOMMUNICATIONS SERVICES AGREEMENT COMMISSION BETWEEN

VERIZON GLOBAL NETWORKS INC. AND MCI WORLDCOM NETWORK SERVICES, INC.

This Amendment 6 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 6 shall be effective June 17, 2002.

- 2. AGREEMENT MODIFICATION
 - 2.1 Exhibit C. ADD the new Section 35 TRANSCEND WIRELESS DOMESTIC TRANSPORT as set forth in Attachment 1.
 - ADD a new Attachment C-15 to Exhibit C as set forth in Attachment 2. 2.2
- 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 entere forth above.	ed into this Amendment a as of the date set
MCI WORLDCOM NETWORK SERVICES, INC.	VERIZON GLOBAL NETWORKS INC.
Signature	Signature'
Robert A. Bréjcha	Scott C. Pierce
Print Name	Print Name
Vice President	Executive Director
Tille	Title
June 17, 2002	June 17, 2002
Date	Date

REDACTED COPY

ATTACHMENT 1

(REPLACE PAGE C-41K (SEE AMENDMENT 4))

34.12 ACCESS BASED BILLING CARRIER ORIGINATION SERVICE CHARGES

The rates shown on the Schedules in **Attachment C-14** are per minute and will be determined based on the originating location.

The applicable OCN will be determined by the originating ANI or the Local Routing Number.

The applicable "Class" shown on the Schedules will be determined as follows:

- (i) Class 1 = 9000 and 5000 series OCNs that are assigned to entities recognized by Provider as a Regional Bell Operating Company (RBOC)
- (ii) Class 2 = OCNs other than those specified in Class 1 (i.e., 9000 and 5000 series OCNs assigned to non-RBOCs), Class 3 or Class 4
- (iii) Class 3 = Provider and its affiliates' OCNs
- (iv) Class 4 = GTE's OCNs
- (v) Class 5 = Wireless OCNs that are assigned to entities recognized by Provider as Wireless Providers

Note: If calls are originated from an entity in a particular Class that reflects "N/A" as the applicable rate, the applicable rate will be the default rate shown on the Schedule until such time as Provider has loaded the appropriate rate for such Class in the billing system.

The applicable Class designations are set forth in Provider's ACCESS BASED BILLING (ABB) OCN Table (the "ABB OCN Table"), which is available in the public area of Provider's Customer Access System/Bulletin Board (BBS). The ABB OCN Table may be modified from time to time thereby affecting Customer's applicable rates for ACCESS BASED BILLING CARRIER ORIGINATION Service. Any modifications to the ABB OCN Table will be effective as of the first day of the month following its posting at the BBS

(See Attachment C-14) As rates are refreshed, the rate schedules are updated by replacing the Attachment.

35. TRANSCEND WIRELESS DOMESTIC TRANSPORT

TRANSCEND WIRELESS CARRIER TERMINATION Service which is the termination of calls received from Carrier Service Interconnection(s), (i) subject to the limitation of origination and termination locations set forth herein, and (ii) for the charges and applicable discounts set forth herein.

TRANSCEND WIRELESS CARRIER TERMINATION Service may be originated from any Provider POP and terminated to any direct dialable location worldwide.

TRANSCEND WIRELESS CARRIER TERMINATION pricing is set forth in **Attachment C-15**.

ATTACHMENT 2

(ADD THE FOLLOWING AS A NEW ATTACHMENT C-15 TO EXHIBIT C)

ATTACHMENT 2 REDACTED