

AMENDMENT 10
TO THE
TELECOMMUNICATIONS SERVICES AGREEMENT
BETWEEN
VERIZON SERVICES ORGANIZATION INC.
AND
UUNET

RECEIVED
RECORDS MANAGEMENT

05 DEC 29 PM 1:36

STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

This Amendment 10 to the Telecommunications Services Agreement (Contract No. TSA010302-1) (Agreement) by and between MCI WorldCom Network Services, Inc. d/b/a UUNET, 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 acting through its related services company Verizon Services Organization Inc. ("Customer") shall be effective on the date set forth below.

1. EFFECTIVE DATE

This Amendment 10 shall be effective July 1, 2003.

2. AGREEMENT MODIFICATION

2.1 REPLACE Section 1.1 in its entirety with the following:

"This Telecommunications Services Agreement (this "Agreement") is made by and between MCI WORLDCOM Network Services, Inc. d/b/a UUNET, 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 Section 3 in its entirety with the following:

"This Agreement shall be deemed effective on August 1, 2001 ("Effective Date") and shall continue in effect through July 31, 2006 unless earlier terminated. This Agreement shall automatically renew on a month-to-month basis following the expiration of the initial term, subject to cancellation by either party upon thirty (30) days prior written notice."

2.3 REPLACE Sections 14.1 and 14.1.1 in their entirety as follows:

AMENDMENT SECTION 2.3 REDACTED

REDACTED COPY

REDACTED

2.4 REPLACE Section 2 of Exhibit C in its entirety as follows:

AMENDMENT SECTION 2.4 REDACTED

pursuant to its terms; however, the Transcend Transport Rate for Carrier Termination and Carrier Origination Service provided under the accounts affected by the Promotion as well as all other Carrier Termination and Carrier Origination Service, if any, will be subject to the \$0.0040 Transcend Transport Rate for Carrier Termination and Carrier Origination set forth in this Amendment 10 through the end of the Term of the Agreement, if Verizon obtains a total of 150M Carrier Termination and Carrier Origination Minutes in any month from and after July 1, 2003, and prior to January 1, 2004.

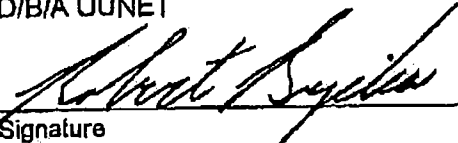
2. The \$0.0040 Transcend Transport Rate for Carrier Termination Minutes will apply to all Carrier Termination and Wireless Termination Transport Minutes notwithstanding the provisions of Amendment No. 6.

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 10 as of the date set forth above.

MCI WORLDCOM NETWORK SERVICES, INC
D/B/A UUNET



Signature

Robert A. Brejcha

Print Name

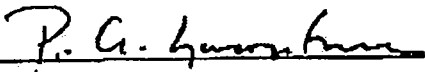
Vice President

Title

July 22, 2003

Date

VERIZON SERVICES ORGANIZATION
on behalf of VERIZON GLOBAL NETWORKS INC.



Signature

Paul A. Lacouture

Print Name

~~President - Network Services Group~~

Title

7-30-03

Date