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Verizon Northwest Inc.

P.O. Box 1003
Everett, WA 98206-1003
Fax: 425-261-5262

May 23, 2006

Ms. Carole J. Washburn,
Executive Secretary
Washington Utilities and
Transportation Commission
Chandler Plaza Building
1300 S. Evergreen Park Drive SW
Olympia, Washington 98504

Subject: **AFFILIATED INTEREST AGREEMENT – ADVICE NO. 274**
Ref. UT-051247

Dear Ms. Washburn:

Enclosed for filing with the Commission is a verified copy of Amendment 18 to a telecommunications services agreement between MCI Communications Services, Inc. and Verizon Services Organization, on behalf of companies including Verizon Northwest Inc. The amendment allows the purchase of Gateway Service for use by certain call centers. To date no purchases have been made.

Note that, the footer notwithstanding, the companies are not seeking confidential treatment of this document.

Please call me at 425-261-5006 if you have any questions.

Very truly yours,

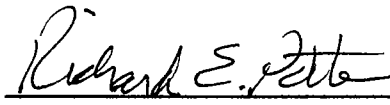
A handwritten signature in black ink that reads "Richard E. Potter".

Richard E. Potter
Director
Public Affairs, Policy & Communications

Enclosure

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed is a true copy of Amendment 18 to a telecommunications services agreement between MCI Communications Services, Inc. and Verizon Services Organization, on behalf of companies including Verizon Northwest Inc.

 Date: 5.23.06

Richard E. Potter
Director
Verizon Northwest Inc.

AMENDMENT 18
 TO THE
 TELECOMMUNICATIONS SERVICES AGREEMENT
 BETWEEN
 VERIZON SERVICES ORGANIZATION INC.
 AND
 MCI COMMUNICATIONS SERVICES, INC.

This Amendment 18 to the Telecommunications Services Agreement (Contract No. TSA010302-1) (Agreement) by and between MCI Communications Services, Inc. d/b/a Verizon Business Services (successor-in-interest to MCI 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 18 shall be effective upon full execution by both parties.

2. AGREEMENT MODIFICATION

2.1 Exhibit C, REPLACE the table under Section 4.2 (Amendment 18) in its entirety with the following:

Switchless Toll-Free, End User Dedicated Toll-Free & Carrier Origination From Canada to Contiguous US (Domestic Transport and LEC Egress not included)	
Canada All Regions	0.0275
Switchless Toll-Free to Canada from Contiguous US (Domestic Transport and LEC Access not included)	
Canada All Regions	0.0500

2.2 Exhibit C, REPLACE the current Attachment C-5 (ADVANCED TOLL FREE) in its entirety with the new Attachment C-5 set forth in Attachment 1 of 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 18 as of the date set forth above.

MCI COMMUNICATIONS SERVICES, INC

VERIZON SERVICES ORGANIZATION INC.

Kay L. Wulf
Signature

[Signature]
Signature

Kay L. Wulf
Print Name

Scott C. Pierce
Print Name

Div. of Business Operations
Title

Executive Director
Title

3/30/06
Date

March 28, 2006
Date

ATTACHMENT 1

REPLACE ATTACHMENT C-5 OF EXHIBIT C IN ITS ENTIRETY

(REPLACE AND ADD NEW PAGES C-51 THROUGH C-58N)

ATTACHMENT C-5

ADVANCED TOLL FREE

1. ADVANCED TOLL FREE SERVICE CHARGES:

1.1 The ADVANCED TOLL FREE Service rates and discounts set forth below shall be effective the first day of the second full billing cycle following full execution of Amendment 18.

1.2 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 Attachments C-1 and C-3

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 The TOLL FREE CBL Service rates and discounts set forth below shall be effective the first day of the second full billing cycle following full execution of Amendment 18.

2.2 Customer's measured and per call charges for TOLL FREE CBL Service are described below.

JURISDICTION	RATE PER MINUTE
INTERSTATE	
• Within the 48 contiguous United States	\$0.0500
INTERSTATE Extended	
• Alaska to 48 contiguous United States	\$0.1900
• Hawaii to 48 contiguous United States	\$0.0800
• Puerto Rico to 48 contiguous United States	\$0.0825
• US Virgin Islands to 48 contiguous United States	\$0.0825
• Guam to 48 contiguous United States	\$0.2050

JURISDICTION	RATE PER MINUTE
INTRASTATE	SEE Schedule ATF-G
INTERNATIONAL <ul style="list-style-type: none"> • International locations to 48 contiguous United States (excluding Canada and Mexico) • Canada to 48 contiguous United States • Mexico to 48 contiguous United States 	<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> <p style="text-align: center;">\$0.0723</p> <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>

2.3 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.

2.4 Customer's monthly interstate charges for TOLL FREE CBL Service shall be discounted according to the discount schedule set forth below:

TOLL FREE CBL Interstate Discount Schedule	
TOLL FREE CBL Monthly Revenue	Discount
\$0 – \$104,999	0%
\$105,000 – \$149,999	20%
\$150,000 – \$199,999	30%
\$200,000 – and over	40%
Only TOLL FREE CBL revenue will contribute in determining the discount and only TOLL FREE CBL interstate revenue will receive the discount.	

3. ATF PRICING SCHEDULES

Schedule ATF – A (DAL)	
Advanced Toll Free Rates – Interstate Rates (Rates are discountable)	Base Rate
Flat Rate Cost Per Minute (CPM) – All LATAs	\$0.020
Advanced Toll Free – Interstate Discount Schedule	Discount
Monthly Revenue = \$0 - \$999,999	0.00%
Monthly Revenue = \$1,000,000 - \$1,499,999	15.00%
Monthly Revenue = \$1,500,000 and Over	20.00%
High Telco Adjustment	
Surcharge CPM (see Pricing Note 1)	
<p>Interstate ATF Pricing Notes:</p> <ol style="list-style-type: none"> Customer must maintain a combined RBOC and fGTE traffic percentage of 70% or Provider retains the right to apply a \$0.015 per minute surcharge to each non-conforming minute. A listing of high telcos can be found on Provider's web-based application Portfolio. Rates only apply for origination in contiguous U.S. Rates do not include Service Management System (SMS) pass-through charges. Billing increments for Domestic service are 18 second minimum, 6 second increments. ATF Interstate traffic must terminate via dedicated access from a Provider point of presence to a Customer-owned and operated location. In determining the ATF Interstate discount, monthly revenue is defined as ATF (DAL) Interstate usage only; the discount shall only be applied to ATF (DAL) Interstate usage. 	

Schedule ATF - B	
Extended Domestic Advanced Toll Free	
To US Mainland from:	
Alaska	\$0.2063
Puerto Rico	\$0.0723
US Virgin Islands	\$0.0476
Hawaii	\$0.0821
Guam	\$0.2020
Northern Mariana Islands	\$0.3265
American Samoa	\$0.5089

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
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

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

Schedule ATF - E
LEC Groups
See ATF LEC Group Table Agreement Reference Document (ARD)

4. ATF DOMESTIC FEATURES

Schedule ATF-F			
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			
Provider Exchange Routing			
Day of Week Routing			
Time Interval Routing			
Percentage Allocation Routing			
Feature	Monthly	Install	Changes
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 a Provider Number			N/A
DMR to non-Provider Number	\$ 150.00		N/A
DMR to a Provider Number w/Call Extension			Toll Free per minute rates
Feature	Monthly	Install	Changes
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		

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
Network Call Redirect	Charge per Routing Table	Maximum Charge per Month per Customer
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	0.0938

ARIZONA	0.1168	NEVADA	0.0573
ARKANSAS	0.0887	NEW HAMPSHIRE	0.0801
CALIFORNIA*	0.0397	NEW JERSEY	0.0439
COLORADO	0.0903	NEW MEXICO	0.1289
CONNECTICUT	0.0319	NEW YORK	0.0662
DELAWARE	0.0446	NORTH CAROLINA	0.0764
DC	0.0721	NORTH DAKOTA	0.1378
FLORIDA	0.0958	OHIO	0.0361
GEORGIA	0.0491	OKLAHOMA	0.1056
IDAHO	0.1332	OREGON	0.0488
ILLINOIS	0.0337	PENNSYLVANIA	0.0685
INDIANA	0.0370	RHODE ISLAND	0.0657
IOWA	0.1032	SOUTH CAROLINA	0.0524
KANSAS	0.0499	SOUTH DAKOTA	0.1626
KENTUCKY	0.0654	TENNESSEE	0.0652
LOUISIANA	0.0423	TEXAS	0.0696
MAINE	0.0617	UTAH	0.0667
MARYLAND	0.0576	VERMONT	0.0719
MASSACHUSETTS	0.0371	VIRGINIA	0.0732
MICHIGAN	0.0333	WASHINGTON	0.0641
MINNESOTA	0.0868	WEST VIRGINIA	0.0599
MISSISSIPPI	0.0628	WISCONSIN	0.0555
MISSOURI	0.1319	WYOMING	0.0526
MONTANA	0.0968		

5. ENHANCED CALL ROUTING (ECR)

Schedule ATF- H			
Feature	Usage	Monthly	Non-Recurring
Platform Rate per Minute (billed in 6 second increments)	\$ 0.030		
Feature Charges (see notes below):			
Menu Routing	\$ 0.020		
Message Announcement	\$ 0.020		
Database Routing (Standard and Advanced)	\$ 0.020		
Busy Ring No Answer	\$ 0.010		
Takeback and Transfer (TnT)	\$ 0.020		
Caller Takeback	\$ 0.020		

Additional Charges:			
New ECR Application Install Charge			\$1,000.00
ECR Monthly Recurring Fee		\$75.00	
ECR Change Fee			\$250.00
Advanced Database Install Charge			\$500.00
Advanced Database Monthly Fee		\$500.00	
Advanced Database Changes w/Provider Assistance			\$500.00
Remote Audio Update (RAU) Install Charge			\$100.00
RAU Monthly Fee:		\$100.00	
<p>NOTES: 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. A cap of a maximum charge of \$0.10 will be implemented A \$0.01 per call Platform 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. GATEWAY SERVICE

Provider shall provide to Customer, the products and services described in this Section 6 (the "Gateway Service"), including installation and maintenance of customer premises equipment ("Gateway CPE") at the physical locations identified in **Schedule C-5A**, Customer Locations ("Customer Locations"). Fees associated with the Gateway Service are set forth in **Schedule C-5B**, Service Fees. Each schedule is attached hereto and incorporated herein by this reference.

6.1 General Service Overview

Gateway Service provides Customer with the capability to route calls, based upon Customer-specific enterprise routing rules, delivered from Customer Access Point(s) ("CAP"), to Provider's network. Gateway Service includes:

- (i) Installation Service
- (ii) Project Management during Installation Service
- (iii) Maintenance Service and Ongoing Support

6.2 Interconnection

6.2.1 Prior to commencement of Gateway Service, Customer shall obtain Provider verification for interconnection of Customer's equipment to Provider's network for use of Gateway Service ("Verification"). In connection therewith Customer shall, at its own expense; obtain, install, configure and maintain all equipment, software, materials, cables and supplies on Customer's side of the CAP Demarcation (as set forth in **Schedule C-5A**) at Customer's Locations ("Customer Equipment") as is necessary for Verification or is otherwise required in conjunction with the Gateway Service. Customer shall bear all applicable Customer's costs and expenses incurred in connection with

Verification of the Customer Equipment. Customer shall ensure that the Customer Equipment is technically and operationally compatible with the Gateway Service and its specifications and that Customer Equipment continues to be compatible with subsequent revision levels of the Gateway Service and the Gateway CPE.

6.2.2 Provider shall have no liability or obligation for: (i) the installation, operation or maintenance of the Customer Equipment; (ii) the availability, capacity and/or condition of the Customer Equipment; (iii) any adverse affect on the Gateway Service (including but not limited to network performance or call routing capabilities) caused by the Customer Equipment, or Customer's unauthorized alteration, tampering, or adjustment thereof. In the event that Customer uses the Customer Equipment in a manner that impairs its use of the Gateway Service, Customer shall not be excused from payment for such use.

6.3 Installation Areas

Customer shall, at its own expense, prepare all Customer Location installation areas with necessary power, space, wiring, conduit, grounding, telephone connections, environment and other physical facilities as are (a) required in connection with the Customer Equipment, and (b) required in connection with the Gateway CPE as described herein. Software, materials, cables and supplies located at the Customer Locations shall be in accordance with the standards established by Provider for installation and operation of the Gateway CPE. The standards and specifications referenced herein shall be set forth in the Customer Site Survey. Provider shall have no obligation to provide Gateway CPE or Gateway Services at any Customer Location where such site preparation has not been completed in accordance with this Section 6.3.

6.4 Security

6.4.1 Customer shall, at its own expense, take all physical and information systems security measures necessary to protect the Customer Equipment and Gateway CPE. Customer acknowledges and agrees that Provider shall not be liable for any damage or loss resulting from any unauthorized access to, or alteration, theft, destruction, corruption, or use of, the Customer Equipment or the Gateway CPE unless such loss is directly caused by Provider.

6.4.2 As a condition to receiving Gateway Service, Customer shall, at all times and at its expense, keep the Gateway CPE in a secure and physically segregated location such that access to such Gateway CPE is limited solely to Provider personnel, Provider's authorized designees and Customer's authorized users. Customer shall provide Provider and its authorized designees unrestricted access to the Gateway CPE and any associated equipment at the Customer Locations as necessary for Provider and its authorized designees to install, operate, maintain, repair or remove the Gateway CPE. When reasonably practical, Provider shall: (i) provide advance notice of its need to access the Gateway CPE, and (ii) comply with Customer's security regulations, of which it has knowledge, with regard thereto.

6.4.3 Customer shall not permit nor assist other to (i) use the Gateway Service and Gateway CPE for any purposes other than that for which it was intended, (ii) undertake to connect the Gateway Service to any other service or network, whether through the customer Equipment, the Gateway CPE or otherwise, nor (iii) perform installation and maintenance on the Gateway CPE or reconfigure or modify the "System" (as defined in **Section 6.12.1** below), other than as contemplated herein.

6.4.4 Customer shall give Provider immediate notice of any suspected or actual unauthorized access to or alteration, theft, destruction, corruption, or use of the Gateway CPE.

6.5 Permits

Customer shall, at its own expense, obtain permits, licenses or other authorizations required by state and local jurisdictions, building landlords or others for the implementation and operation of the Gateway Service, the Gateway CPE and the Customer Equipment at the Customer Locations. Customer shall indemnify, defend and hold harmless Provider, its subcontractors and their respective agents and affiliates from and against all claims, actions, damages, costs, liabilities and expenses (including reasonable attorneys' fees and expenses) arising out of Customer's failure to obtain the appropriate permits and licenses.

6.6 Title

The parties agree that, unless otherwise agreed herein, the Customer Equipment and the Gateway CPE are and shall remain the property of Customer, that title to Customer Equipment and the Gateway CPE shall remain with Customer at all times during the term and that Provider shall have no right, title or interest therein.

6.7 Gateway Service-Affecting Activities

Each party shall provide the other with reasonable notification of scheduled Gateway Service-affecting activities on its side of the Demarcation Point. Each party shall use reasonable efforts to perform scheduled Gateway Service-affecting activities in off-hours (between 6:00 p.m. to 6:00 a.m. of the applicable time zone for the Customer Location) after written notice to the other party. The scheduled Gateway Service-affecting activities may occur at other times only after written agreement by both parties on an individual case-by-case basis. Nothing herein shall prevent Provider from performing Gateway Service-affecting activities without prior written agreement in the event of an emergency or other situation detrimentally affecting Gateway Service to Customer or other Provider customers.

6.8 Software and Documentation

Software and related documentation provided by Provider to Customer in connection with the Gateway Service and not otherwise subject to either a separate written agreement executed between Provider and Customer or to

an accompanying shrink wrap license (collectively, the "Software") is subject to the following:

- 6.8.1 In consideration for payment of any applicable fees, Customer is granted a personal, non-exclusive, non-transferable license to use the Software, in object code form only, solely in connection with the Gateway Service for Customer's internal business purposes on Customer-owned or Customer leased equipment (the "License"). Customer shall not use the Software (i) in connection with the products and/or services of any third party, or (ii) to provide services for the benefit of any third party, including without limitation as a service bureau.
- 6.8.2 Customer may make one copy of the Software, excluding the documentation, for archival or back-up purposes only, provided that any copyright and other proprietary rights notices are reproduced on such copy. Customer shall not make any copies of documentation provided as part of the Software.
- 6.8.3 Customer shall not: (i) attempt to reverse engineer, decompile, disassemble or otherwise translate or modify the Software in any manner; or (ii) sell, assign, license, sublicense or otherwise transfer, transmit or convey Software, or any copies or modifications thereof, or any interest therein, to any third party.
- 6.8.4 All rights in the Software, including without limitation any patents, copyrights and any other intellectual property rights therein, shall remain the exclusive property of Provider and/or its licensors. Customer agrees that the Software is the proprietary and confidential information of Provider and/or its licensors.
- 6.8.5 In consideration of the monthly Gateway CPE Maintenance Service charges described in Schedule C-5B, Provider will provide any required software maintenance and/or error corrections, such that the CPE Software provided by Provider will remain free of material defects and will operate in conjunction with the Gateway CPE and in accordance with the specifications contained in the documentation delivered to Customer by Provider under this Agreement. Except as set forth above, Provider has no obligation to provide maintenance or other support of any kind for any software, including without limitation any error corrections, updates, enhancements or other modifications.
- 6.8.6 The License shall immediately terminate upon the earlier of: (i) termination or expiration of this Agreement; or (ii) failure of Customer to comply with any provision of Section 6.8. Upon termination of any License, at Provider's option, Customer shall promptly either (i) destroy all copies of the Software in its possession, or (ii) return all copies to Provider, and in either event provide a written officer's certification confirming the same.

6.9 Installation Service Interval

Provider shall provide to Customer, a network-ready Gateway Service, within fifty-five (55) days from project "Kick-off" date. The "Kick-off" date is defined as the latest date each of the following is satisfied:

- 6.9.1 The first Gateway Service implementation planning call between the parties.
- 6.9.2 Delivery of a completed Customer Site Survey to Provider's project manager.
- 6.9.3 Completion of Provider's Verification of Customer Equipment.
- 6.9.4 Delivery of Customer-provided, registered IP addresses.
- 6.9.5 Delivery of Customer-provided analog line dial-access number(s) for each CAP for out-of-band management.

6.10 Functional Service Description

6.10.1 Gateway Service provides Customer with the ability to interface with Provider's Intelligent Network Call Processing ("INCP") system to provide call routing instructions. Gateway Service uses existing Provider internal Remote Data Gateway ("RDG") platforms, co-located within Provider's Internal Data Network ("IDN"), near each INCP platform. The RDG translates messages between the INCP and an external Service Control Point ("SCP"), permitting the INCP to request and receive call routing instructions from a Customer premises-based SCP, generally a premises-based Intelligent Call Router ("ICR"), located at the CAP. Each geographically separated CAP must include dedicated Gateway Customer Premises Equipment ("Gateway CPE") which serves as (a) the CAP connection points for redundant circuits between the IDN and the Customer Access Point ("CAP") at the Customer premises, and (b), the CAP demarcation point for the Gateway Service, as described in Section 6.12.3 below. Gateway CPE is installed, configured, and maintained by Provider. Gateway CPE and associated IDN routers are configured with filters for Firewall protection between the Customer enterprise network and the IDN network.

6.10.2 The Gateway Service uses a Provider-proprietary messaging interface to the CAP. The interface consists of a set of messages exchanged between the RDG and CAP to perform the routing operations. The messages consist of 2 parts, an application sub-layer, and a communications sub-layer. The Abstract Syntax Notation One (ASN.1), as defined in the ISO 8824 and ISO 8825 standards, is used to encode all messages. Using ASN.1, removes machine dependencies from interface specification and message encoding. The application sub-layer provides the messages by which the RDG sends requests for call routing instructions to an external CAP, and the CAP responds with specific routing instructions.

- 6.10.3 The communications sub-layer provides the means for routing requests to the appropriate CAP. It performs such communications related control functions as recovery from lost or duplicated messages and the authentication of messages. This sub-layer assumes the use of User Datagram Protocol (UDP) as the underlying transport protocol that is provided as part of the TCP/IP protocol suite. Communication link(s) traverse a CAP circuit between Gateway CPE and the IDN Point-Of-Presence ("IDN POP"). Provider recommends a minimum of two physically separate circuits with geographically diverse routing, be implemented to ensure high Gateway Service availability. Each CAP circuit shall be routed to a geographically diverse IDN POP. Data communications between the CAP and RDG(s) is over these links.
- 6.10.4 RDG platforms are co-located with INCP in-network service control points (called Data Access Points or DAPs). DAP sites are geographically diverse and redundant for multiple fail-over scenarios. The INCP and each RDG incorporate very-high-availability network cluster platforms with multi-redundant and independently diverse IDN connections.
- 6.10.5 Customer route plans are pre-configured with Customer-specific trigger points at pre-defined points in the call plan, that initiate external route requests by the INCP. Upon encountering a trigger point in the Customer's route plan, the INCP queries an RDG, which selects the appropriate SCP and translates the query to a standard Route Request message to the external SCP (ICR) via the Gateway CPE at the associated CAP. Upon receiving a Route Request, the Customer Equipment (CAP ICR acting as the external SCP) executes Customer-provided logic (scripts/strategies) before returning call routing instructions in the form of a Route Response (normally a pre-defined destination label). The Route Response message is translated by the RDG and passed back to the INCP, which translates the destination label into a specific call treatment (switch/trunk termination, EVS Application ID, DDD number, or other INCP Route Plan ID). INCP then notifies the switch where to transfer the call. Pre-configured route plan(s) serve as the default routing mechanism in the event of failure (e.g., timeouts, CAP failure, invalid Destination Label, etc.).

6.11 Customer Equipment Verification

Customer Equipment, on the Customer's side of the CAP Demarcation, as shown in **Section 6.12.3**, below, can be of its own design, or of a third-party design. However, Provider requires the Customer Equipment Service interface, to be pre-certified by Provider for use with the Gateway Service, before Gateway Service installation. All Customer Equipment must be configured, installed, managed and maintained by Customer.

6.12 Gateway Customer Premises Equipment (Gateway CPE)

Gateway CPE is required at each CAP, in accordance with Schedule C-5A of this Agreement, before the Gateway Service can be installed. Gateway CPE may be purchased, leased, or rented from Provider. Gateway CPE must be

configured and installed by Provider. At the end of any Agreement Term, and prior to entering into a new agreement with Customer, Provider shall assess the Gateway CPE to determine if it is still supportable or otherwise requires an upgrade. If an upgrade is required, Customer shall be responsible, at its expense, for acquiring the necessary upgrades before Gateway Service under a new agreement can be provided.

6.12.1 Gateway CPE Purchased From Provider

Under the terms of this Agreement, Customer may purchase from Provider, the items of Gateway CPE, associated computer programs, and related documentation ("CPE-Software") furnished with the Gateway CPE described in **Schedule C-5A**, and as amended from time to time by mutual agreement of the parties (collectively, the "System"). Gateway CPE purchase cost is included in the Installation Service fee, as set forth in **Schedule C-5B, Subsection 1.1**.

6.12.2 Gateway CPE Rented Or Leased From Provider

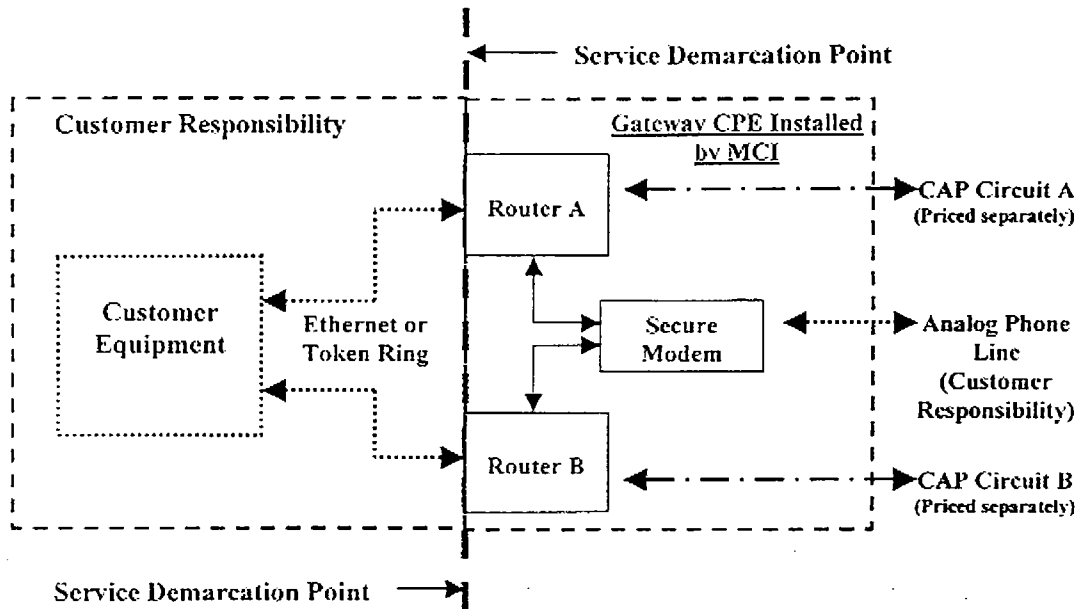
Under the terms of this Attachment, in lieu of purchasing Gateway CPE, Customer may rent or lease Gateway CPE and related computer programs ("CPE-Software") from Provider. Gateway CPE must be in accordance with **Schedule C-5A**, as amended from time to time by mutual agreement of the parties (collectively, the "System"). Gateway CPE rental and/or lease fees shall be priced separately, under a separate Agreement; Gateway CPE rental or leasing terms are not included in this Attachment; and Gateway CPE monthly rental or lease fees are not quoted in **Schedule C-5B**. If Customer elects to rent or lease Gateway CPE, Provider must install and maintain CPE, under the terms of this Attachment. The Installation Service fee, set forth in **Schedule C-5B, Subsection 1.2**, shall apply, in lieu of **Schedule C-5B, Subsection 1.1**.

6.12.3 Service Demarcation and Gateway CPE

Provider recommends dual Gateway CPE routers and redundant CAP Circuits be implemented for Gateway Service where applications are considered by Customer to be critical to operations, or when highly likely Gateway Service outages would cause default call routing, considered by Customer to be materially detrimental.

A demarcation diagram for Provider's recommended configuration with redundant CAP connections is shown on the following page (Note: If the CPE is provided by the Customer, then Provider's Service Demarcation point will be located at the serial side of the routers. This means that Customer will be responsible for the maintenance and repair of the CPE.)

CAP SERVICE DEMARCATON AND GATEWAY CPE



Provider is responsible for Gateway Service to the CAP Service Demarcation. The Service Demarcation is the cable connector port of the Attachment Unit Interface ("AUI") of the Gateway CPE Network Interface Card of each Gateway CPE router. Customer is responsible for supplying cables, equipment, and installation of all Customer Equipment (on Customer's side of the CAP Service Demarcation). At each CAP, Customer shall connect the Customer Equipment to the AUI of Gateway CPE routers. The Gateway Service does not include the Customer Equipment, CAP circuits, analog phone line, networking, or other telecommunications services and products, except as specifically provided in this Agreement.

6.12.4 Gateway CPE Installation Service

As described below, Provider agrees to provide Gateway CPE installation ("Installation Service"), at Customer Locations listed in **Schedule C-5A**, hereto, in compensation for Installation Service fee(s), as set forth in **Schedule C-5B, Subsections 1.1 or 1.2**, as applicable. Provider shall provide Installation Service for Gateway CPE, whether purchased, rented, or leased from Provider, under the terms of this Attachment. Provider shall not be required to provide cables through Customer "in-house" wiring conveyances unless Customer further agrees to pay Provider, in accordance with a Provider provided quote, an additional installation fee for such services. Installation Service does not include Customer Equipment. See **Section 6.13** for a description of Customer responsibilities

related to Installation Service and Maintenance Service. Provider Installation Service shall include:

- (i) Network engineering design and documentation;
- (ii) Create and document Customer-specific, bill of material for Gateway CPE;
- (iii) Order, stage, pre-configure, and kit Gateway CPE for each Customer Location, set forth in **Schedule C-5A**;
- (iv) Package and ship Gateway CPE to Customer Locations, as set forth in **Schedule C-5A**;
- (v) Install, connect, and test Gateway CPE (on Provider's side of Demarcation);
- (vi) Provide and install interconnecting cables between the Provider/Local Exchange Carrier ("LEC") demarcation point to the Gateway CPE at each CAP; and
- (vii) Configure Provider network elements, provision routing plan(s) and customer-provided destination labels,
- (viii) Perform physical and logical connectivity tests to ensure the Provider Gateway application is functional;
- (ix) Ensure circuit alarms are provisioned and operating properly;
- (x) Generate test calls to verify call routing is ready for production traffic.
- (xi) Activate Gateway Service and initiate billing. At such time that Provider confirms the Gateway Service is operational in Provider's network and is ready to be handed off to Customer (the "Hand-off Ready Date"), Provider will so advise Customer, as documented in meeting minutes of weekly implementation action item conference call, hosted by Provider's project manager.

6.12.5 Gateway CPE Maintenance Service

Provider shall provide maintenance service for Gateway CPE, as described below ("*Maintenance Service*"), for the Customer Locations listed in **Schedule C-5A**, hereto and the corresponding monthly Maintenance Service charges, during the Term of this Agreement. Provider agrees to investigate trouble reports initiated by Customer and to repair or replace, at Provider's sole discretion, defective Gateway CPE, which fails to meet manufacturer's published operating specifications during the Term of this Agreement. In performing its maintenance obligation, Provider may, in its discretion, seek and obtain the assistance of the vendors of the Gateway CPE maintained hereunder. Provider agrees to:

- (i) When reasonably practical: (i) provide advance notice of its need to access the Gateway CPE, and (ii) comply with Customer's security regulations, of which Provider has knowledge, with regard thereto;
- (ii) Replace Gateway CPE that fails, with equipment of like kind and functionality from a manufacturer of Provider's choice, at the time of replacement; and promptly remove/dispose of equipment

parts, removed for replacement by Provider. Equipment parts, which are removed for replacement by Provider, become the property of Provider.

6.13 Customer Responsibilities Related To Installation Service and Maintenance Service

Customer agrees to provide facilities and physical access to Provider representatives to permit representatives to install, test, and maintain Gateway CPE at Customer Locations, under the terms of this Attachment. Before Provider will schedule Gateway CPE installation, Customer agrees to provide all Customer Location installation areas with necessary power, space, wiring, conduit, grounding, telephone connections, environment and other physical facilities as are (a) required in connection with the Customer Equipment, and (b) required in connection with the Gateway CPE. Equipment, materials, cables, electrical utility supply, physical environment, physical security access controls, and telephony communications interfaces located at the Customer Locations shall be in accordance with standards established by Provider for installation and operation of the Gateway CPE. Standards will be provided as part of the Site Survey and may be amplified during the "Kick-off" meeting. Provider shall have no obligation to provide Gateway CPE or Gateway Service at any Customer Location where such site preparation has not been completed, before Gateway CPE installation. Provider shall not be required to provide cables through Customer "in-house" wiring conveyances unless Customer further agrees to pay Provider, in accordance with a Provider provided quote, an additional installation fee for such services. Under the terms of this Agreement, Customer understands and agrees to:

- 6.13.1 Provide all Customer Location installation areas with necessary power, space, wiring, conduit, grounding, telephone connections, environment and other physical facilities as are required in connection with the Customer Equipment and required in connection with the Gateway CPE.
- 6.13.2 Ensure equipment, materials, cables, electrical utility supply, physical environment, physical security access controls, and telephony communications interfaces located at the Customer Locations are compliant with standards established by Provider for installation and operation of the Gateway CPE.
- 6.13.3 Provide and maintain physical security and controlled access to Gateway CPE, to limit access solely to Provider personnel, Provider's authorized designees and Customer's authorized users.
- 6.13.4 Provide Provider and its authorized designees access to the Gateway CPE and associated equipment at Customer Locations, as necessary for Provider and its authorized designees to install, operate, maintain, repair or remove the Gateway CPE;
- 6.13.5 Cooperate with Provider to permit Verification and approval of Customer Equipment for use with the Gateway Service;

- 6.13.6 Provide, install, and maintain Customer Equipment (on Customer's side of Demarcation) for use with the Gateway Service;
- 6.13.7 Provide, install, and maintain interconnecting cables from the CAP Service Demarcation to Customer Equipment;
- 6.13.8 Provide, install, and maintain a dedicated analog phone line at each CAP for use by Provider's Gateway Service support personnel, as out-of-band management access to Gateway CPE.
- 6.13.9 Provide registered IP Addresses for Customer Equipment and Gateway CPE routers to Provider's project manager, before or during the "Kick-off" meeting. Three Registered IP Addresses are required for Gateway CPE at each CAP (one IP addresses for each router and one for Cisco HSRP). One registered IP Address is required for each Gateway Service addressable customer premises SCP.
- 6.13.10 Provide dial-up analog phone line access number(s) to Provider, not later than two-weeks after Kick-off meeting, and before scheduled Gateway CPE installation.

6.14 Ongoing Customer Support

At such time that Provider confirms the "Hand-off Ready Date", following completion of Installation Service, in conformity with the specifications pursuant to this Attachment, or Customer's migration of production traffic to the Gateway Service, whichever occurs earlier, and upon the successful completion of two weeks of monitoring activity, Customer will be transitioned from Provider's Contact Center Product Support organization, to Provider's Service Support Organization, with provides 7 x 24 support, every day of the year. The Provider account team will provide Customer with instructions for interacting with that organization.

6.15 Moves, Adds, and Change Orders

After initial installation of the Gateway Service, all moves, adds, or changes to the Gateway Service, shall be provided by Provider for an additional fee. Additional fees, associated with Gateway CPE moves, changes, or additions to services new Customer CAP Locations, must be approved by Customer and Provider, before commencement of work. Customer must (a) authorize Provider to make such required Gateway CPE changes, (b) agree to amend the attached **Schedule C-5A** to reflect such changes, and (c) agree to pay to Provider all fees or charges, as agreed upon. Provider hourly rates for moves, adds, and order changes are set forth in **Schedule C-5B**, hereto.

SCHEDULE C-5A

CUSTOMER LOCATIONS

1. NETWORK DESIGN AND GATEWAY CPE BILL OF MATERIALS

Provider and Customer representatives shall conduct a Site Survey, resulting in a Network Design document and Bill of Materials for Gateway CPE, from Provider. Upon Customer approval, these documents will serve as final configuration requirements, related to Gateway CPE, CAP connections, and circuit capacity requirements, based upon expected Customer peak call volume. The parties acknowledge and agree that Provider reserves the right to revise Gateway CPE Bill of Materials and network design(s), because of changes resulting from project discussions, or as agreed upon by both parties, during the Kick-off. After initial Gateway CPE and network design is Customer approved, subsequent changes shall require a documented Customer Request and amendment approval to this Schedule, before changes become effective.

2. GATEWAY CPE

- 2.1 Standard Gateway CPE includes two physically separate routers.
- 2.2 Each router supports one (1) CAP circuit interface.
- 2.3 A single dial-up modem is required for out-of-band management.
- 2.4 Each CAP requires Gateway CPE.
- 2.5 Co-located Service Control Points may share CAP connections and Gateway CPE.
- 2.6 Customer must provide registered IP Addresses.

Qty	Description	Notes
2	Cisco 2610XM or Cisco 2611XM	Router for CAP / Gateway Firewall
2	Cisco WIC-1 DSU either: 4-port 4-WIRE 56/64 KBPS WIC; or a 1-Port T1/Fractional T1 DSU/CSU	CAP circuit interface module Dependent upon network design capacity & Customer Premises Bill of Materials
2	SF26C-12.2(13) (or later)	IP 2600 Services IOS IP Plus
2	MEMORY, 32MB, DIMM, DRAM, F/U/W 2600XM	Factory Upgrade
2	Memory, Cisco2600XM 32MB Flash SIMM	Factory Upgrade
1	Modem, 3COM	Dial-up, Out-of-Band Management

SCHEDULE C-5B
GATEWAY SERVICE FEES

1. INSTALLATION SERVICE FEE

- 1.1 Installation Service, for Customer Locations where Gateway CPE is being purchased from Provider, shall be charged a one-time fee of:

\$30,000 for each Customer Access Point (CAP)

- 1.2 Installation Service, for Customer Locations where Gateway CPE is being rented or leased from Provider, shall be charged a one-time fee of:

\$18,000 for each Customer Access Point (CAP)

2. RECURRING MONTHLY SERVICE FEE

- 2.1 Customer shall be charged and pay an incremental monthly recurring service charge ("MRC") for each CAP connection identified herein of:

\$3,750 per month

- 2.2 In the event Customer terminates a CAP connection prior to the expiration of the applicable term, or if Provider terminates a CAP connection as a result of Customer's breach hereof, Customer shall pay to Provider, in addition to accrued but unpaid charges, an amount equal to (i) Customer's monthly recurring charges for such CAP connection at the time of termination at the applicable monthly recurring rate set forth herein, multiplied by the number of months or partial months remaining in the applicable term at the time of termination, plus (ii) any third-party provider charges (i.e., local loop charges) incurred by Provider as a result of such termination. The termination liability for any partial month shall be calculated on a per diem basis.

3. MONTHLY RECURRING MAINTENANCE SERVICE FEE:

\$150 per CAP

4. RATE FOR MOVES, ADDS OR CHANGES AFTER INITIAL INSTALLATION

\$5,000 Change Fee

\$300 per hour Labor in addition to Change Fee

Change orders, customer location additions, Gateway CPE moves, or service changes from the initial Installation will be priced separately and Attachment C5-A shall be amended after acceptance by both parties. For each change request, a change fee will be applied plus an hourly labor charge. The labor charge includes Project Management and Technical Support services. CPE will be priced separately, based on Gateway CPE configuration requirements.

5. DELAY OF CUTOVER CHARGES

Provider agrees to waive the standard Delay of Cutover Charges.

6. CANCELLATION CHARGES

If Installation Service is canceled by Customer, within two (2) weeks before the scheduled commencement date of such installation, Customer agrees to pay to Provider a cancellation fee in an amount equal to:

- (i) the number of hours of pre-installation services performed by Provider up to the date of cancellation at the rate of \$150 per hour, plus
- (ii) the cost of any CPE installed by Provider at any Customer locations prior to the date of cancellation.

7. EXPEDITE CHARGES AND STANDARD SERVICE HOURS

7.1 Request for after-hours support: Unless otherwise agreed to by the parties, Gateway Services shall be performed during normal business hours (9:00am - 5:00pm Eastern Time). Customer may be responsible for any additional labor costs associated with Gateway Services performed outside normal business hours that are above and beyond the scope of the standard implementation process.

7.2 Customer agrees to pay a charge of \$400 per hour for expedite requests. Standard installation time is 60 business days from project kick-off to cutover; however, depending upon the complexity of the application, more than 60 days may be required. Requests for installs requiring less than 60 business days shall be considered an expedite request.