



Verizon Northwest Inc.

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May 14, 2009

Washington Utilities and
Transportation Commission
P.O. Box 47250
1300 S. Evergreen Park Drive SW
Olympia, Washington 98504-7250

Subject: AFFILIATED INTEREST AGREEMENT – ADVICE NO. 394
Ref. UT-051247

To whom it may concern:

Enclosed for the Commission's file is a verified copy of Amendment 45 to a Telecommunications Service Agreement between Verizon Services Organization Inc., on behalf of Verizon telephone operating companies, including and Verizon Northwest Inc., and MCI Communications, Inc. 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,

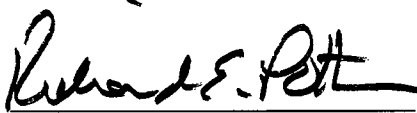
Richard E. Potter
Director
Public Affairs, Policy & Communications

Enclosure

STATE OF WASHINGTON
UTIL. AND TRANSPORTATION
COMMISSION
2009 MAY 19 AM 8:03

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed is a true copy of Amendment 45 to a Telecommunications Service Agreement between Verizon Services Organization Inc., on behalf of Verizon telephone operating companies, including and Verizon Northwest Inc., and MCI Communications, Inc.

 Date: 5.14.09

Richard E. Potter
Director
Verizon Northwest Inc.

AMENDMENT 45
TO THE
TELECOMMUNICATIONS SERVICES AGREEMENT
BETWEEN
VERIZON SERVICES ORGANIZATION INC.
AND
MCI COMMUNICATIONS SERVICES, INC.

This Amendment 45 to the Telecommunications Services Agreement (Contract No. TSA010302-1) ("Agreement") by and between MCI Communications Services, Inc. d/b/a Verizon Business Services, 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 45 shall be effective as of January 1, 2009. Notwithstanding anything to the contrary contained in this Agreement, the term of this Agreement and the other terms and conditions hereof, are subject to applicable law and regulatory approval. Accordingly, although this Amendment is executed by both Parties, to the extent that any state statute, order, rule or regulation or any regulatory agency having competent jurisdiction over one or both parties to this Agreement, shall require that this Amendment or any subsequent amendment be filed with or approved by such regulatory agency before the amendment may be effective, the Amendment shall not be effective in such state until the first business day after such approval or filing shall have occurred.

2. REGULATORY APPROVAL

This Agreement is subject at all times to any statute, order, rule, or regulation or any state or regulatory agency having competent jurisdiction over one or both of the parties hereto or the services provide hereby. Verizon and Customer agree to cooperate with each other and with any applicable regulatory agency so that any and all necessary approvals may be obtained. During the term of this Agreement, the parties agree to continue to cooperate with each other in any review of this Agreement including subsequent amendments by a regulatory agency so that the benefits of this Agreement or such amendment may be achieved. If any such agency accepts this Agreement or any amendment in part and rejects it in part, or makes a material modification to the Agreement or amendment as a condition of its approval, either party may terminate the Agreement or Amendment in its entirety without penalty or liability.

3. SPECIAL DEDICATED INTERNET ACCESS CONFIGURATIONS

3.1 Commencing with the Effective Date of this Amendment 45, the parties agree Dedicated Internet Service (as defined in Section 32 of Exhibit C which was added by Amendment 2) will include the configurations described below, which allow Customer direct connectivity to Provider's internet backbone. In consideration of the special charges offered hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer represents and warrants that the IDA with 1 Port and the IDA with 2 Ports configurations are used by Customer solely to provide high-speed, land-based internet services to its End Users.

3.1.1 "IDA with 1 Port" configuration involves a point-to-point internet connection from Customer's POP-Core Router to an IP Port on Provider's Backbone Router.

3.1.2 "IDA with 2 Ports" configuration involves a point-to-point internet connection from a LEC's LATA-Core Router to an IP Port on Provider's Backbone Router. Provider will be responsible for ordering and maintaining the port on the applicable LEC's LATA-Core Router.

3.2 The charges for IDA with 1 Port and IDA with 2 Ports are shown below. Any charges not shown will be as reflected in the TSA or on an individual case basis.

3.2.1 If Customer's POP is inside Provider's (or Provider's Affiliate's) POP, Customer charges for IDA with 1 Port and IDA with 2 Ports will be the applicable IntraOffice Jumper (IAOJ) Cross-Connect Charges shown below based on the bandwidth selected by Customer, which Cross-Connect Charges will be subject to a twelve (12) month Service Commitment Period.

<i>Bandwidth</i>	<i>Monthly Recurring Charge</i>	<i>Non-Recurring Charge</i>
OC-12	\$500	\$500
OC-48	\$500	\$500
OC-192	\$1,000	\$1,000
OC-768	\$1,000	\$1,000

3.2.2 If Customer's POP is not inside Provider's (or Provider's Affiliate's) POP, Customer charges for IDA with 1 Port and IDA with 2 Ports will consist of the following charges subject to Subsection 3.2.3, which charges are not subject to any other discounts or special promotional terms.

3.2.2.1 Wholesale Price Protected Internet Service Charges - Backbone Router IP Port (IDA with 1 Port) (no required Service Commitment Period)

<i>Bandwidth</i>	<i>Monthly Recurring Charge</i>	<i>Non-Recurring Charge</i>
OC-12	\$8,086	\$0
OC-48	\$22,500	\$0
OC-192	\$85,000	\$0
OC-768	\$280,000	\$0

3.2.2.2 Wholesale Price Protected Internet Service Charges - LATA-Core Router IP Port (IDA with 2 Port)

3.2.2.2.1 Twelve (12) Month Service Commitment Period

<i>Bandwidth</i>	<i>Monthly Recurring Charge</i>	<i>Non-Recurring Charge</i>
OC-12	\$5,000	\$500
OC-48	\$10,000	\$1,000
OC-192	\$20,000	\$1,250
OC-768	\$50,000	\$1,500

3.2.2.2.2 Thirty-Six (36) Month Service Commitment Period

<i>Bandwidth</i>	<i>Monthly Recurring Charge</i>	<i>Non-Recurring Charge</i>
OC-12	\$4,000	\$500
OC-48	\$8,000	\$1,000
OC-192	\$16,000	\$1,250

OC-768	\$40,000	\$1,500
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3.2.3 The rates and charges in this Subsection 3.2 and Section 5 below are applicable to Customer or any one of its Affiliates (hereinafter referred to as an "Eligible Party") that orders and maintains total bandwidth capacity associated with the IDA with 1 Port and IDA with 2 Ports configurations described in this Section 3 of at least one terabyte (i.e., 1000 Gbps) (the "Terabyte Requirement"). For clarification purposes, the Terabyte Requirement as described in this Subsection 4.1 is determined on an entity by entity basis (i.e., the requirement can not be met by aggregating the bandwidth capacity of various entities ordering services under the IDA with 1 Port and IDA with 2 Ports configurations). In the event an Eligible Party fails to satisfy the Terabyte Requirement described herein, Provider reserves the right to modify the special rates and charges shown in Subsection 3.2 and/or Section 4 on at least thirty (30) days' prior written notice.

3.2.4 The parties agree that as of Customer's January 1, 2009 invoice (i.e., November, 2008 usage), the Internet Services provided under Account No. Y2189750 (which Services were previously subject to the rates and charges set forth in Amendment 17) were subject to the rates and charges set forth in this Section 3.

4. SPECIAL RATES AND CHARGES

In consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to Subsection 3.2.3 above, an Eligible Party's rates and charges will be as shown below with respect to the Services indicated. All other Services will be subject to the rates and charges set forth in the Agreement.

4.1 Local Access Charges – Twelve (12) Month Service Commitment Period

<i>Bandwidth</i>	<i>Monthly Recurring Charge (per loop)</i>	<i>Non-Recurring Charge</i>
OC-48	\$6,000	\$1,000
OC-192	\$13,000	\$3,000

4.2 Metro Private Line Point-to-Point Service Charges – Twelve (12) Month Service Commitment Period

<i>Bandwidth</i>	<i>Monthly Recurring Charge</i>	<i>Non-Recurring Charge</i>
OC-48	\$7,500	\$1,000
OC-192	\$15,500	\$3,000
OC-768*	\$35,000	\$5,000

* Charges are only applicable for OC-768 Service between two (2) nodes on a single IOS ring shown below (i.e., charges do not apply to OC-768 Service between ring nodes).

IOS Ring 1 Nodes: 2001 Broadway Street, Santa Monica, California; 211 W D Street, Ontario, Canada; 800 S. Hope Street, Los Angeles, California; and, 900 N. Alameda Street, Los Angeles, California)

IOS Ring 2 Nodes: 111 Main Street, White Plains, New York; 5030 Broadway, New, New York; and, 228 E. 56th Street, New York, New York)

IOS Ring 3 Nodes: 204 2nd Avenue, New York, New York; 325 Hudson Street, New York, New York; and, 741 Zeckendorf Boulevard, Garden City, New York)

4.3 Interexchange Service Charges between On-Net POP Locations (i.e., Tier A to Tier A) – Twelve (12) Month Service Commitment Period

Bandwidth	Monthly Recurring Charge	Non-Recurring Charge
DS-3	\$0.003 per VGE per V&H Mile (minimum \$450)	\$0
OC-3	\$0.0025 per VGE per V&H Mile (minimum \$1,000)	\$0
OC-12	\$0.002 per VGE per V&H Mile (minimum \$3,500)	\$0
OC-48	\$0.00025 per VGE per Route Mile (minimum \$6,000)	\$1,000
OC-192	\$0.00015 per VGE per Route Mile (minimum \$13,000)	\$3,000

5. OTHER TERMS AND CONDITIONS

Except as specifically amended herein, the terms and conditions of the Agreement, including any other 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 45 as of the date set forth above.

MCI COMMUNICATIONS SERVICES, INC.

VERIZON SERVICES ORGANIZATION INC.

Catherine Hopiard
Signature

Dan Yong
Signature

Catherine Hopiard
Print Name

Dan Yong
Print Name

55L Wholesale Contract Mgmt.
Title

Senior CSIT - Sourcing
Title

5/7/09
Date

5/4/09
Date