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September 28, 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. 410
Ref. UT-051247

To whom it may concern:

Enclosed for the Commission's file is a verified copy of Amendment 53 to a
Telecommunications Service Agreement between Verizon Services Organization Inc.,
on behalf of Verizon telephone operating companies, including Verizon Northwest Inc.,
and MCI Communications, Inc.

Amendment 53 discusses terms and conditions for data center services.

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

Please call me at 360-536-5062 if you have any questions.

Very truly yours,

Sumeer Singh
Sumeer Singh
Director
Public Affairs, Policy & Communications

Enclosure

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COMMISSION

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed is a true copy of Amendment 53 to a Telecommunications Service Agreement between Verizon Services Organization Inc., on behalf of Verizon telephone operating companies, including Verizon Northwest Inc., and MCI Communications, Inc.

Sumeer Singla

Date: 9/28/09

Sumeer Singla
Director
Verizon Northwest Inc.

AMENDMENT 53
TO THE
TELECOMMUNICATIONS SERVICES AGREEMENT
BETWEEN
VERIZON SERVICES ORGANIZATION INC.
AND
MCI COMMUNICATIONS SERVICES, INC.

This Amendment 53 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 53 shall be effective upon full execution by both parties. 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. Provider 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. DATA CENTER SERVICES

Commencing with the first (1st) day of the second (2nd) full billing cycle following the Effective Date, the parties agree (i) that all Service Attachments for Data Center Services between Provider and Customer and/or any Affiliate (including without limitation the Service Attachment for Data Center Services with a "Data Center Services Effective Date" of February 3, 2009) will be terminated in their entirety; and, (ii) all Data Center Services currently provided by Provider to Customer and/or an Affiliate will be subject to the terms and conditions (including rates and charges) set forth below.

(A) The terms and conditions for the provision by Verizon of Data Center Colocation for Premium, Advanced and Standard Data Centers, (individually, a "Data Center Service") are set forth in the Agreement, this Section 3 and other documents incorporated herein by reference, and the Guide.

(B) Customer will pay the monthly recurring charges ("MRC") and non-recurring charges ("NRC") for the Data Center Service as set forth in the Guide. The MRCs represents existing standard capacity. If at the time Customer places an order for Data Center Service such capacity has been reduced, Verizon may at its sole discretion deny Customer's request for Data Center Service, including but not limited to Space and Power, or provide Customer with revised charges for such Data Center Service, including charges for any custom build out of Space that may be required to accommodate Customer's request. Verizon may change the MRCs for Space and Power on a once per calendar year basis. MRCs for Power are not discountable. At the end of the initial term, Customer will pay the MRCs and NRCs set forth in the Guide without the application of any discount for which Customer may be eligible. MRCs will begin accruing on the Service Activation Date (as defined in the Guide) for each Service ordered, unless Customer has not provided Verizon with all information reasonably requested by Verizon for the provisioning of Services. If Customer fails to provide such information, Verizon reserves the right to begin charging monthly recurring charges any time after the thirtieth (30th) day following Customer's order. Notwithstanding anything to the contrary in the Agreement, Verizon shall not waive, and Customer shall pay, any standard installation and any other non-recurring charges for Data Center Services

Notwithstanding anything to the contrary contained herein, Customer will receive the following discounts off the monthly recurring charges for custom web-server cabinets in the respective Data Centers shown:

- (i) Standard Data Centers – All cabinets are subject to a 35% discount.
- (ii) Advanced Data Centers – All cabinets are subject to a 35% discount.
- (iii) Premium Data Centers – All cabinets in Irving, California and San Jose, California are subject to a 25% discount; and, all cabinets in Los Angeles, California are subject to a 35% discount.

(C) Customer shall purchase from Verizon either:

(i) In connection with Standard Data Centers and Advanced Data Centers: A minimum of one (1) Mbps of data, voice or IP service associated with the Service per three (3) or fewer cabinets, plus one (1) additional Mbps of data, voice or IP services from Verizon for each additional cabinet above three purchased by Customer hereunder; or

(ii) In connection with Premium Data Centers: A minimum of one (1) Mbps of data, voice or IP service associated with the Service per three (3) or fewer half or standard cabinets, plus one (1) additional Mbps of data, voice or IP services from Verizon for each additional half or standard cabinet above three purchased by Customer hereunder.

(D) Data Center Service includes the location or data center ("Facility") in which equipment storage space ("Space") will be made available to Customer for installation and use of Customer's equipment ("Equipment"). Verizon may modify the Data Center

Service from time to time, and will use commercially reasonable efforts to notify Customer.

(E) Verizon's agent-based Enhanced Monitoring service will provide "Security Advisories" via "Client Central". These Security Advisories are from third parties and are provided to Customer for informational purposes only, Customer deploys any fixes, patches, or other activity recommended in such Security Advisories entirely at its own risk. Verizon does not manage Customer's servers and will not take any action regarding Customer's Servers as a result of such Security Advisories.

(F) To terminate a Data Center Service, Customer must send 60-days advance notice by email to hosting-cancel@verizonbusiness.com, in addition to meeting the Agreement's Notice requirements. If Customer terminates either IP bandwidth or Services with respect to a particular Facility, all Services at that Facility will be terminated together.

(G) If Customer terminates Data Center Service before the end of the commitment period for the Data Center Service for reasons other than Customer termination for Cause (as defined in the Agreement), Customer will pay an amount equal to 75% of the MRCs for the terminated Data Center Service multiplied by the number of months remaining in the unexpired portion of the commitment period, plus a pro rata portion of any and all credits received by Customer, in addition to any amounts owed for Data Center Services already received.

(H) Permissible Use of Space.

(i) Customer will exercise reasonable efforts to ensure that no individual it authorizes to enter the Facility has been convicted of a felony. Verizon may revoke the entry privileges of any person at any time and for any lawful reason.

(ii) Customer's employees and agents will not use any products, tools, materials, or methods that, in Verizon's reasonable judgment, might harm, endanger, or interfere with the Verizon Network, the data Center Service, Verizon's provision of services to any other customer, the Facility, or the personnel or property of Verizon, its vendors or its other customers. Verizon may take any reasonable action to prevent such potential harm or interference.

(iii) Customer will not provide or make available to, or sublicense to or permit in any manner any third party to use all or a portion of the Space or the Facility, excluding Customer's employees and agents. Verizon may immediately terminate Data Center Service provided under this hereunder upon notice to Customer if Customer violates this restriction.

(iv) No material improvements or modifications will be made to the Space or any portion of the Space or the Facility unless approved by Verizon, which approval will not be unreasonably delayed, conditioned or withheld. Verizon will provide five (5) days' advance written notice to Customer of its demand to remove any unapproved items from the Space, including materials that could be considered a fire hazard, and of its intent to disconnect or remove unauthorized items and/or equipment from the Space. Notwithstanding the foregoing, if Verizon determines in its reasonable discretion that such unapproved items possess an immediate risk to the Facility or Verizon's other customers, Verizon

may immediately disconnect or remove such unauthorized equipment from the Space without prior notice to Customer and without liability to Verizon.

(v) Any Equipment and/or personal property of Customer not removed within thirty (30) days after the termination of the applicable data Center Service order will, at Verizon's option, be deemed abandoned ("Abandoned Property"). Verizon may, upon written notice, apportion, sell, use, store, destroy, or otherwise dispose of the Abandoned Property without liability to Customer or any third party. Customer will pay all expenses and costs incurred in connection with Verizon's disposition of Abandoned Property, including, without limitation, the cost of restoring the Facility to its original condition and of removing the Abandoned Property.

(I) (i) Customer's employees and agents are prohibited from bringing any harmful or dangerous materials (as determined by Verizon in its sole discretion) into the Facility. Such materials include, but are not limited to, wet cell batteries, explosives, flammable liquids or gases, alcohol, controlled substances, weapons, cameras and video or voice recording devices.

(ii) If Customer desires any assistance in the Facility, Customer shall provide commercially reasonable notification to Verizon prior to arriving at any Facility by calling Verizon's customer service center at the number listed on Customer's invoice or other contact number as may be designated by Verizon.

(J) Customer will be allowed to remove from the Facility only that Equipment for which Customer can show it has sufficient ownership or possessory interest. Verizon may relocate the Equipment within the Facility or to move the Equipment to another facility, at Verizon's expense, with at least ninety (90) days' written notice. Any move of the Equipment to another facility will be limited to a move to the next closest Verizon data center where space is available. Verizon will use commercially reasonable efforts to minimize resulting downtime and service interruption.

(K) Throughout the Term, Customer will maintain, and will require any of its subcontractors to maintain, the following insurance coverages:

(i) Commercial General Liability Insurance, on the current ISO occurrence basis form (or a substitute form providing equivalent coverage), including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence and aggregate policy limit.

(ii) Automobile Liability Insurance, written on the current ISO Business Auto Coverage Form, covering all owned, non-owned and hired vehicles, in an amount not less than \$2,000,000 single limit per accident.

(iii) Excess Liability Insurance, with respect to Commercial Liability Insurance, Automobile Liability Insurance and Employer's Liability Insurance, with limits of at least \$10,000,000 for each occurrence and aggregate policy limit.

(iv) Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$2,000,000 each

accident, \$2,000,000 by disease-each employee and \$2,000,000 by disease-policy limit.

(v) All-Risk Property Insurance in an amount not less than replacement cost of clients property.

All insurance policies will be issued by carriers with A.M. Best solvency ratings of at least A-VIII. Provider, Verizon Communications Inc. and each of their respective subsidiaries, directors, officers and employees will be named as an additional insured with respect to all coverages except (iv) and (v) above. Customer's insurance will be primary and non-contributory to any other policies with respect to their operations. The Commercial General liability insurance will contain the "Amendment of the Pollution Exclusion" endorsement for damage caused by heat, smoke or fumes from a hostile fire.

Verizon will not insure or be responsible for any loss or damage to property of any kind owned or leased by Customer or by its employees and agents other than losses or damages proximately resulting from Verizon's negligence or willful misconduct. Any Customer insurance policy covering the Equipment against loss or physical damage will expressly provide that the policy's underwriters waive their rights of subrogation against Verizon, the Facility's landlord, and their respective directors, officers and employees (the "Providers"), except for such loss or physical damage proximately caused by the sole negligence or willful misconduct of the Providers. In the event the Facility's landlord requires additional insurance pursuant to a lease relevant to a particular Space, or the landlord legally imposes additional other requirements under the lease, Customer hereby agrees to comply with the landlord's requirements under the lease, as the lease may be modified from time to time.

Certificate(s) evidencing the insurance coverages and other requirements of this Section will be submitted to Verizon upon execution of the Amendment. The certificate(s) will certify that no material alteration, modification or termination of such coverage will be effective without at least thirty (30) days advance written notice to Verizon at: MCI Communications Services, Inc. d/b/a Verizon Business, Attn: Data Center Colocation Product Management, 22001 Loudoun County Parkway, Ashburn, Virginia 20147, Fax (703) 886-0685.

(L) Payments by Customer pursuant to this Attachment do not create in any other entity or person a property right of any nature in the Space or Facility or any part thereof.

(M) Without limiting other Force Majeure provisions elsewhere in the Agreement, the following additional provision applies to Data Center Service under this Section 3. If the Space is damaged due to a force majeure event, Verizon will give prompt notice to Customer of such damage, and may temporarily relocate the Equipment to new Space or a new Facility, if practicable. If the Facility's landlord or Verizon terminates Verizon's right to use a Space due to damage or destruction of the Space, or if Verizon decides not to rebuild the Space, the applicable Data Center Service order will terminate as of the date of the force majeure event. In the event of such termination, or a temporary cessation of Data Center Service caused by a force majeure event, monthly recurring charges for the affected Data Center Service will proportionately abate for the period from the date of the force majeure event and, in the case of temporary cessation, re-commence upon the re-commencement of Data Center Service. If neither the landlord of the Facility nor Verizon terminates Verizon's right to use a Space, and if Verizon decides to rebuild the Space, Verizon will repair the Space to substantially the same condition it was in prior to the damage, completing the same with reasonable speed. If

Verizon does not complete the repair within a reasonable time period, Customer may terminate the applicable Data Center Service order for the affected Space, which termination is Customer's sole remedy. If the Space or any portion of it is rendered untenable by a force majeure event, the monthly recurring charge for the affected Service will proportionately abate until the Space is repaired or the Equipment relocated.

4. 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 53 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

Man. Wholesale Contract Mgmt.
Title

Sr. Consultant, Sourcing
Title

9/18/09
Date

9/17/09
Date