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STATE OF WASH.
UTIL. AND TRANSPO
COMMISSION

Verizon Northwest Inc.

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

February 2, 2007

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. 306**
Ref. UT-061254

Dear Ms. Washburn:

Enclosed for the Commission's file is a verified copy of Amendment No. 4 to the Master Services Agreement between Verizon telephone operating companies, including Verizon Northwest Inc., and Verizon Business.

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

Very truly yours,

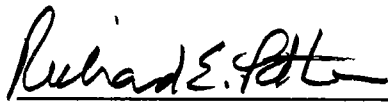


Richard E. Potter
Director
Public Affairs, Policy & Communications

Enclosure

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed is a true copy of Amendment No. 4 to the Master Services Agreement between Verizon telephone operating companies, including Verizon Northwest Inc., and Verizon Business.



Date: 2-2-07

Richard E. Potter
Director
Verizon Northwest Inc.

Execution Copy

**AMENDMENT NO. 4 TO
MASTER SERVICES AGREEMENT**

THIS AMENDMENT NO. 4 ("Amendment 4") to the Master Services Agreement, as amended by Amendments Nos. 1, 2 and 3 (the "Agreement"), is made by and among Verizon Services Corp., on behalf of the Verizon telephone operating companies set forth in Exhibit A to the Agreement (individually or collectively, "Verizon"), and Verizon Business Financial Management Corp., on behalf of the Verizon Business entities set forth in Exhibit A to the Agreement (individually or collectively "Verizon Business"). Verizon and Verizon Business are sometimes referred to collectively as the "Parties."

WHEREAS, the Parties entered into the Agreement effective July 24, 2006; and

WHEREAS, Verizon desires to purchase additional services from Verizon Global Networks Inc. and Verizon Business and the Parties desire to add Verizon Global Networks Inc. as a Party to the Agreement solely for purposes of this Amendment 4;

NOW, THEREFORE, in consideration of the mutual promises that follow, the parties, intending to be legally bound hereby, agree as follows:

1. The Parties hereby agree to add Service Schedule 005, attached to this Amendment 4, relating to Collocation Services. This service schedule is hereby made a part of the Agreement.
2. The Parties hereby agree to add Verizon Global Networks Inc. as a Party to this Agreement, solely for purposes of this Amendment 4.
3. Except as amended hereby, all other rates, terms and conditions of the Agreement shall remain in full force and effect.
4. This Amendment 4 and Service Schedule 005 may be executed in counterparts and by facsimile signature, each of which shall be an original, but all of which shall together constitute one and the same document.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed effective as of the day and year last written below.

Verizon Services Corp.

Verizon Business Financial
Management Corp.

By: *Dwayne J. Wheeler* (Dwayne J. Wheeler)

By: *James E. Woodcock*

Name: John Ridgeway

Name: James E. Woodcock
Director-Carrier Services

Title: Director - Marketing Services

Title: Alliance Management

Date: 12/22/06

Date: 12/22/06

Verizon Global Networks Inc.

By:

James E. Woodcock
Name: James E. Woodcock

Title: Director-Carrier Services
Alliance Management

Date: 12/22/06

SERVICE SCHEDULE 005

**SERVICE DESCRIPTION AND COMPENSATION
FOR DATA CENTER COLOCATION SERVICE**

I. General

At the written request of a Verizon telephone operating company (individually or collectively "VZ" or "Verizon") set forth in Exhibit A to the Master Services Agreement between Verizon Business Financial Management Corp., f/k/a MCI Financial Management Corp., and Verizon Services Corp. ("MSA" or "Agreement"), Verizon Global Networks Inc. ("GNI") or Verizon Business will provide Data Center Colocation Service ("Service"), further described below, in accordance with to the terms and conditions set forth in this Service Description and the Agreement, as amended by Amendment No. 4 to the Agreement ("Amendment 4").

II. Compensation

- A. Verizon will pay the charges for the Service as set forth in the table below based on the Data Center location selected. Verizon will order the Service and identify the Data Center location from which the Service will be provided via an order form. Monthly recurring charges ("MRC") will begin accruing on the Service Activation Date (defined below) for each Service ordered, unless Verizon has not provided GNI or Verizon Business with all information reasonably requested by GNI or Verizon Business for the provisioning of Services. If Verizon fails to provide such information, monthly recurring charges will start on the thirtieth (30th) day following Verizon's order. GNI or Verizon Business may adjust the MRC for power on a once per calendar year basis, subject to applicable regulatory requirements.

GNI or Verizon Business Data Center Location	Space MRC Per Cabinet	Power MRC Per Cabinet
Bloomington IL	395.00	540.00
Tampa FL	93.84	161.72
Cambridge MA (VZB)	390.67	259.60
Philadelphia PA (VZB)	210.72	190.30
Washington DC	252.31	270.11
Richmond VA	189.06	230.93
Dallas 2 TX	395.00	247.43
LA 2 CA	360.94	170.50
Dallas 1 TX	335.16	540.00
5030 Broadway NY	395.00	353.64
North Brunswick NJ	266.41	247.43
Herndon VA	420.00	131.93
Ft Wayne	226.88	126.78

B. Additional Services

- B.1 On-Site Technical Support (“Hands-and-Eyes Support”) will be provided for the first two hours per month at no charge. Thereafter if Verizon requests Hands-and-Eyes Support, such support is billed at \$200 per hour, in 15-minute increments.**
- B.2 If Verizon orders Cross Connects, Verizon will pay the following additional charges.**


Cross Connects Cable Type	MRC
POTS Line Cable	\$10
Twisted Pair Cable (DS-1)	\$25
Coax Cable (DS3)	\$25
Fiber Cable (OCx, Gigabit Ethernet)	\$50

III. CONDITIONS OF SERVICE.

- A. Verizon shall purchase from affiliates of GNI via a separate service agreement: A minimum of one (1) Mbps of data, voice or IP service for use 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 Verizon hereunder for use with the Service. The term for such service shall be coterminous with the Service.**
- B. Service includes the location or data center (“Facility”) in which equipment storage space (“Space”) will be made available to Verizon for installation and use of Verizon’s equipment (“Equipment”).**
- C. GNI will maintain an operating temperature of 75 degrees plus or minus 2 degrees and humidity of 45% plus or minus 3 degrees.**
- D. Service and Space will be made available at Facility locations leased by GNI or Verizon Business, and not owned by GNI or Verizon Business outright, subject to satisfaction by GNI or Verizon Business and Verizon of requirements in lease agreements between GNI or Verizon Business and the landlord for the Facility and Space at issue (“Underlying Lease Requirements”). If GNI or Verizon Business and Verizon cannot reasonably satisfy the Underlying Lease Requirements, then any party may terminate the Agreement or any order for the affected Facility, Space, and Service without further liability, except for payment for Space or Service previously provided. Any Equipment located in Space affected by such termination shall be promptly removed by Verizon.**

IV. PERMISSIBLE USE OF SPACE

- A. Verizon may use the Space only for location of its Equipment as further described in this Agreement which is used for provision of services to Verizon customers. Verizon may not locate external antennae or similar equipment in the Space or at the Facility or use the Space or Facility as a distribution or shipment point for equipment or related software provided to Verizon customers.**
- B. Verizon will furnish to GNI or Verizon Business, as applicable, and keep current, a written list identifying a maximum of ten (10) individuals authorized to obtain entry to the Facility and access the Space. GNI or Verizon Business, as applicable, may revoke the entry privileges of any person at any time and for any reason.**

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- C. Verizon's employees and agents will not use any products, tools, materials, or methods that, in GNI's or Verizon Business' reasonable judgment, might harm, endanger, or interfere with the Verizon network, the Service, GNI's or Verizon Business' provision of services to any other customer, the Facility, or the personnel or property of GNI or Verizon Business, its vendors or its other customers. GNI or Verizon Business may take any reasonable action to prevent such potential harm or interference.
 - D. Verizon 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 Verizon's employees and agents. GNI or Verizon Business may immediately terminate Service provided under this Agreement upon notice to Verizon if Verizon violates this restriction.
 - E. No material improvements or modifications will be made to the Space or any portion of the Space or the Facility unless approved by GNI or Verizon Business, which approval will not be unreasonably delayed, conditioned or withheld. GNI or Verizon Business will provide five (5) days' advance written notice to Verizon 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 GNI or Verizon Business determines in its reasonable discretion that such unapproved items possess an immediate risk to the Facility or GNI's or Verizon Business' other customers, GNI or Verizon Business may immediately disconnect or remove such unauthorized equipment from the Space without prior notice to Verizon and without liability to GNI or Verizon Business.


V. CONDUCT IN FACILITY

- A. Verizon's employees and agents are prohibited from bringing any harmful or dangerous materials (as determined by GNI or Verizon Business 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.
- B. If Verizon desires any assistance in the Facility, Verizon shall provide commercially reasonable notification to GNI or Verizon Business prior to arriving at any Facility by calling GNI's or Verizon Business' customer service center at the number listed on Verizon's invoice or other contact number as may be designated by GNI or Verizon Business.

VI. EQUIPMENT

Verizon will place only the following types of Equipment in Space at Facilities under this Agreement: transmission and related equipment, including, without restriction, equipment similar in type to that used by GNI or Verizon Business at the Facility at issue.

Verizon will be allowed to remove from the Facility only that Equipment for which Verizon can show it has sufficient ownership or possessory interest. GNI or Verizon Business may relocate the Equipment within the Facility or to move the Equipment to another facility, at GNI's or Verizon Business' expense, with at least ninety (90) days' written notice. GNI or Verizon Business will use commercially reasonable efforts to minimize resulting downtime and service interruption.



AGREED TO AND ACCEPTED BY:

Verizon Services Corp.

Verizon Business Financial
Management Corp.

By: *John Ridgeway* (Wynne J. Woodcock) By: *James E. Woodcock*
Name: John Ridgeway Name: James E. Woodcock
Title: Director - Marketing Services Title: Director-Carrier Services
Date: 12/22/06 Date: 12/22/06
~~Alliance Management~~

Verizon Global Networks Inc.

By: *James E. Woodcock*
Name: James E. Woodcock
Title: Director-Carrier Services
Date: 12/22/06
Alliance Management