



Verizon Northwest Inc.

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January 29, 2010

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

2010 FEB -3 AM 8:53
STATE OF WASHINGTON
UTILITY BOARD
COMMUNICATIONS

Subject: AFFILIATED INTEREST AGREEMENT – ADVICE NO. 419
Ref: Docket No. UT-051247

To whom it may concern:

Enclosed for the Commission's file are verified copies of Amendments 58 and 60 to a Telecommunications Services Agreement between Verizon Services Organization, Inc. on behalf of Verizon companies including Verizon Northwest Inc., and MCI Communications Services, Inc.

Amendment 58 adds Enhanced SS7 Direct Service, which will support long distance traffic.

Amendment 60 sets forth current pricing of Special Data Center Services for two locations.

The footers notwithstanding, the companies are not seeking confidential treatment of these documents.

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 are true copies of Amendments 58 and 60 to a Telecommunications Services Agreement between Verizon Services Organization, Inc. on behalf of Verizon companies including Verizon Northwest Inc., and MCI Communications Services, Inc.

Richard E. Potter Date: 1.29.10

Richard E. Potter
Director
Verizon Northwest Inc.

AMENDMENT 58
TO THE
TELECOMMUNICATIONS SERVICES AGREEMENT
BETWEEN
VERIZON SERVICES ORGANIZATION INC.
AND
MCI COMMUNICATIONS SERVICES, INC.

This Amendment 58 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 58 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. AGREEMENT MODIFICATION

The parties agree that as of the Effective Date, Section 17 of Exhibit C (SS7 Direct) will be amended to include "Enhanced SS7 Direct Service" as further described below.

ENHANCED SS7 DIRECT Service

A. Provider will provide Customer "**ENHANCED SS7 DIRECT Service**" which is Signaling System 7 ("**SS7**") signaling between Customer's SS7 network and Provider's network and signaling between Customer's network and the LECs network through Provider's SS7 network. ENHANCED SS7 DIRECT Service supports signaling for long distance traffic between switches and/or Signaling Transport Points ("**STPs**") owned and

operated (or leased and operated) by Customer ("**Customer Locations**"). Customer's ability to receive and use ENHANCED SS7 DIRECT Service shall be based on Provider's interconnection availability as determined by the successful installation and testing of Provider's links. Provider, at its sole discretion, reserves the right to deny ENHANCED SS7 DIRECT Service to any requested Customer location. All of the terms and conditions set forth in the Agreement will apply to ENHANCED SS7 DIRECT Service.

B. Customer's network shall conform in all material respects to Provider SS7 Network Interface specifications for interexchange carriers specifications #005-0050-01, D-ES revision 1.1, July 16, 1990 and Bellcore specification TR 394. Any changes in Customer's switch or STP hardware or software must be compatible with the Bellcore TR 394 SS7 network technical specifications, and Provider must be given sufficient advance written notice thereof to provide Provider reasonable time to adjust its own facilities and services to correspond to such change; provided that such notice shall at no time be less than five (5) business days prior to the effective date of such change.

C. ENHANCED SS7 DIRECT Service will support all long distance originating or terminating traffic from or to Customer Locations, utilizing point codes ("**Point Codes**") owned or leased and operated by Customer. Customer hereby represents that all point codes to be provided to Provider will be owned or leased and operated by Customer. Customer will provide Provider with a list of cities, CLLIs and Point Codes owned or leased and operated by Customer to be connected into Provider's network which list may be updated from time to time upon notice to Provider as Customer adds switches to its network. Provider reserves the right to review the Point Codes to ensure they belong to Customer.

D. Customer is responsible for obtaining concurrence from the LEC as well as meeting all LEC implementation requirements relating to Provider's SS7 interconnection with the LEC. Provider is not obligated to provide ENHANCED SS7 DIRECT Service where the LEC fails to concur and/or cooperate with Provider's implementation of ENHANCED SS7 DIRECT Service. Additionally, Provider is not responsible for the availability, capacity and/or condition of any signaling service or facilities not provided by Provider.

E. Customer understands and agrees that ENHANCED SS7 DIRECT Service shall not be used to support signaling for local traffic and Provider will not support TCAP messages.

F. Provider only provides ENHANCED SS7 DIRECT Service to Customer's Location(s). Customer acknowledges and agrees that the following activities are prohibited: (i) the resell of ENHANCED SS7 DIRECT Service, and (ii) arrangements where STPs and/or switches that are not owned and operated (or leased and operated) by Customer pass SS7 messages to Provider's signaling network.

G. Provider agrees to allow Customer to use Provider's signaling network where (a) Provider has an existing SS7 link interconnections with the LEC, (b) the LEC is used by Provider in providing ENHANCED SS7 Direct Service, and (c) the LEC supports Provider's ENHANCED SS7 DIRET Service. Provider, at its sole discretion, reserves the right to deny any requested Customer Location access to Provider's ENHANCED SS7 DIRECT Service.

H. Provider retains the right to immediately terminate Customer's ENHANCED SS7 DIRECT Service for failure to comply with the terms and conditions described herein.

I. Provider will operate and maintain each Provider STP seven (7) days per week, twenty-four (24) hours per day. In the event of an outage of a Provider STP, Provider will respond in accordance with Provider's policies and practices in effect at the time of the outage, as determined by the Provider location affected by any such outage. In the event of any interruption of ENHANCED SS7 DIRECT Service, Provider shall, upon the earlier of (i) Provider becoming aware of such interruption, or (ii) delivery of notice thereof by Customer, immediately commence and diligently pursue the restoration of ENHANCED SS7 DIRECT Service in compliance with priorities established under federal laws and regulations. Customer agrees to cooperate with Provider in all restoration efforts.

J. Customer and Provider shall exchange all necessary Point Code and other technical information as is necessary to establish and maintain the ENHANCED SS7 DIRECT Service. Additionally, within thirty (30) days following the execution of Amendment 58, Customer will provide Provider with a forecast of Customer's anticipated long distance traffic and link/port requirements for ENHANCED SS7 DIRECT Service for the first six (6) months of Customer's use of ENHANCED SS7 DIRECT Service (the "**6-Month Forecast**"). Customer shall review and update the 6-Month Forecast on a regular basis, but no later than six months following the issuance of the preceding 6-Month Forecast. Customer shall immediately notify Provider if Customer has reason to believe Customer's link/port requirement or anticipated signaling will materially change. Provider shall not be responsible for service interruption, degradation in the quality or the service or any other service defect that may result from Customer exceeding the forecast levels, failing to provide a complete or timely forecast, or failing to provide Provider with advance notice of a material change to the projections contained in Customer's 6-Month Forecast(s).

K. In providing ENHANCED SS7 DIRECT Service to Customer, Provider will install the necessary link/port interconnection circuit between Provider's STP and Customer's Location. If Customer uses a switch for SS7 signaling, Provider shall install a minimum of two (2) 56kbps Digital Data Service (DDS) circuits connecting Provider's STPs and Customer's location(s), as specified by Customer ("**Links**"). If Customer uses STPs for SS7 signaling, Provider shall install a minimum of four (4) 56kbps Digital Data Service (DDS) circuits connecting Provider's STPs and Customer's locations, as specified by Customer ("**Links**"). Customer shall utilize Provider's 56kbps DDS circuits from Provider's STPs to Provider's POPs. Local access between Customer's locations and Provider's POPs shall be ordered on a DS-1 circuit. The other channels of the DS-1 may be used for other services provided by Provider. Provider will provide two-way link diversity if Customer uses a switch for SS7 signaling (and three-way link diversity if Customer uses STPs for SS7 signaling) throughout Provider's signaling network (including local access) where such diversity is commercially reasonably possible. Customer shall reimburse Provider for all additional charges incurred by Provider from a LEC or third party access provider to meet such diversity requirements. Any exceptions to this requirement must be prior approved by Provider's SS7 Engineering Department.

L. In the event Customer orders its own local access for ENHANCED SS7 DIRECT Service, the local access must meet all of Provider's requirements for entrance and diversity into Provider's SS7 network. Further, in such case, Customer is responsible for maintaining its own local access and Provider will have no liability in connection therewith. Provider will not contact the local access provider directly, however, upon request, Provider agrees to assist the local access provider in testing and restoring local access.

M. Customer agrees to pay Provider the following charges for ENHANCED SS7 DIRECT Service provided hereunder:

(i) Monthly recurring interexchange service charge for circuit between Provider's POP and the designated Customer Location based on the V&H Miles as shown below:

<u>V&H Miles</u>	<u>Rate</u>
0 - 100	\$ 63 PLUS \$0.95 Per VGE Per V&H Mile
101+	\$139 PLUS \$0.20 Per VGE Per V&H Mile

(ii) Monthly recurring STP Connection Charge: \$370 per link.

(iii) Provider will charge and Customer agrees to pay a monthly recurring charge of \$150 per route set for each Originating Point Code (OPC)/Destination Point Code (DPC) combination. The route set charge is for use of the Provider SS7 signaling network and applies on signaling routes to LECs.

(iv) In the event Customer orders its own DS-1 local access loops, Provider will charge and Customer agrees to pay an entrance facility charge (based on the NPA-NXX of Customer's applicable location) to cover the facility between the LEC End Office and Provider's POP that is leased by Provider.

(v) Customer will also be responsible for any third party charges imposed upon Provider with respect to the installation, provision or change of ENHANCED SS7 Service, including without limitation, charges by the applicable LEC for ASR translations or usage-based LEC charges.

4. 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 58 as of the date set forth above.

MCI COMMUNICATIONS SERVICES, INC.

VERIZON SERVICES ORGANIZATION INC.

Melissa Hefley
Signature
Melissa Hefley
Print Name
Manager
Title
1-20-2010
Date

Dan Yong
Signature
Dan Yong
Print Name
Sr. Cst - Strategic Sourcing
Title
01/19/10
Date

AMENDMENT 60
TO THE
TELECOMMUNICATIONS SERVICES AGREEMENT
BETWEEN
VERIZON SERVICES ORGANIZATION INC.,
AND
MCI COMMUNICATIONS SERVICES, INC.

This Amendment 60 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 60 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 – SPECIAL CHARGES

Notwithstanding anything to the contrary contained in Amendment 53, with respect to Advanced Data Center Services (the "Special Data Center Services") provided Customer in Portland, Oregon and New York City, New York, Customer's monthly recurring charges ("MRC") and non-recurring charges ("NRC") described in Subsection 3(B) will be the applicable charges shown below, which charges are not subject to any discount. The Special Data Center Services will be subject to the remaining terms and conditions (including any other rates and charges) set forth in Amendment 53.

Special Data Center Services (70A DC Power)	Monthly Recurring Charge	Non-Recurring Charge
Portland, Oregon	\$885.00	\$1,000.00
New York City, New York	\$1,540.00	\$1,000.00

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 60 as of the date set forth above.

MCI COMMUNICATIONS SERVICES, INC.

VERIZON SERVICES ORGANIZATION INC.

Melissa Hefley
Signature

Dan Yong
Signature

Melissa Hefley
Print Name

Dan Yong
Print Name

Man. Wholesale Contract Mgmt.
Title

Sr. Cst - Strategic Sourcing
Title

1-20-2010
Date

01/20/10
Date