



UT-061254-AF  
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No Action

**Verizon Northwest Inc.**

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

July 26, 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. 332**  
**Ref. UT-061254**

Dear Ms. Washburn:

Enclosed for the Commission's file is a verified copy of Amendment 5 to a Master Services Agreement between Verizon 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

RECEIVED  
RECORDS MANAGEMENT  
07 JUL 30 AM 8:15  
STATE OF WASHINGTON  
UTILITY AND TRANSPORTATION

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed is a true copy of Amendment 5 to a Master Services Agreement between Verizon companies, including Verizon Northwest Inc., and Verizon Business.

Richard E. Potter Date: 7-26-07

Richard E. Potter  
Director  
Verizon Northwest Inc.

**AMENDMENT NO. 5 TO  
MASTER SERVICES AGREEMENT**

**THIS AMENDMENT NO. 5** ("**Amendment 5**") to the Master Services Agreement, as amended by Amendments Nos. 1, 2, 3, and 4 (the "**Agreement**"), is effective as of the last date of signature by a Party ("**Amendment Effective Date**"), and is entered into 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 Network Services Inc., on behalf of certain of its affiliated 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 Business desires to purchase certain LNP Data Services (as more fully described in the attached Service Schedule 006) from Verizon;


**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 006, attached to this Amendment 5, entitled "Service Description for LNP Data Services" ("Service Schedule 006"), which is hereby made a part of the Agreement.
2. Except as amended hereby, all other rates, terms and conditions of the Agreement shall remain in full force and effect.
3. This Amendment 5 and Service Schedule 006 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.
4. Anything to the contrary in Section 2.1 of the Agreement notwithstanding, this Amendment 5 and Service Schedule 006 shall become effective between the Parties as of the Effective Date and shall remain in full force and effect until June 30, 2012 (the "Term"). If either Party terminates the Agreement as set forth in Section 2.1 of the Agreement, the Parties agree that this Amendment 5 and Service Schedule 006 shall remain in full force and effect and that applicable terms and conditions of the Agreement shall be incorporated by reference into this Amendment 5 and Service Schedule 006 for the remainder of the Term.

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be duly executed effective as of the Amendment Effective Date.

Verizon Services Corp.  
On behalf of the telephone operating  
companies listed on Exhibit A to the  
Agreement

Verizon Business Network Services, Inc.

By: 

By:   
**Peter H. Reynolds**

Name: John Ridgeway

For : Name: Scott C. Pierce

Title: Director – Marketing Services

Title: Executive Director-Alliance Management

Date: 7-16-07

Date: July 12, 2007

**SERVICE SCHEDULE 006**  
**SERVICE DESCRIPTION AND COMPENSATION**  
**FOR LNP DATA SERVICES**

**I. General**

This Service Schedule 006 (Service Description for LNP Data Services) ("**Service Schedule**") is attached to that certain Amendment No. 5 ("**Amendment No. 5**") to that certain Master Services Agreement between Verizon Business Financial Management Corp., on behalf of certain of its affiliated entities, and Verizon Services Corp. on behalf of the Verizon operating telephone companies ("**Verizon**"), as the same is amended from time to time ("**MSA**" or "**Agreement**").

At the written request of MCImetro Access Transmission Services LLC or other Verizon Business entities ("**Verizon Business**") set forth in Exhibit A to the Agreement, the applicable Verizon operating telephone company will provide the Local Number Portability (LNP) Data Services, further described below in accordance with the terms and conditions set forth in this Service Schedule and the Agreement.

This Service Schedule sets forth the terms and conditions for the following LNP Data Services:

- a) Access to Verizon's LSMS application for the purpose of Verizon Business receiving NPAC Messages through LSMS; and
- b) Access to Verizon's LSMS Graphical User Interface (GUI) application for the purpose of Verizon Business troubleshooting delayed or missing NPAC Messages.

**Definitions.** Unless otherwise defined in the Agreement or in Amendment No. 5, the following terms shall have the meanings set forth below.

- 1. **LNP** – shall mean local number portability, which allows end user customers to retain the end user customer telephone number when such end users change their telephone provider, their location, or their service, in accordance with established NANC procedures as described in the NANC Functional Requirements Specifications (FRS) and IIS.
- 2. **LSMS** – shall mean the Local Service Management System, which is an application or integrated network module that accepts and stores ported number activity broadcast as Messages from the NPAC.
- 3. **Messages** – shall mean formatted data transmitted to and received from the NPAC including subscription version, number pool block, network data download, notifications, and service provider data administration, which format is defined and modified from time to time in the NANC Interoperable Interface Specification (IIS).
- 4. **NANC** – shall mean the North American Numbering Council, which is an advisory committee to the Federal Communications Commission, that defines the standards of process and software application operation to the telecommunications industry for the purpose of conducting local telephone number porting.

5. **NPAC** – shall mean the Number Portability Administration Center, a centralized database containing ported telephone numbers and the associated local service provider, which database is managed under contract by NeuStar, Inc.

## **II. Responsibilities of Parties**

1. Subject to the terms of the Agreement and this Service Schedule, Verizon shall undertake the following actions:
  - a) Will provide access to the LSMS application by designated Verizon Business applications in order to receive NPAC Messages.
  - b) Will provide access to the LSMS Graphical User Interface by designated Verizon Business employees in order to troubleshoot and query LSMS Messages.
  - c) Will adhere to NANC industry mandated Message delivery, receipt and acknowledgement standards as defined in the NANC FRS and IIS, and will provide the same parity standard to Verizon Business.
  - d) Will adhere to industry standard processes and timelines for changes to the local telephone number porting process, including making any software application changes to LSMS in the timeframes as required by NANC.
  - e) Will promptly and with reasonable advance notice, provide Verizon Business with planned changes to the LSMS application, to permit Verizon Business to make any changes needed to adjust to the impending change. All such Verizon changes shall be consistent with NANC industry mandated Message delivery, receipt and acknowledgement standards and defined in the NANC FRS and IIS.
  - f) Will provide access to Verizon data centers where the LSMS primary and backup production applications are located, and will provide access to those Verizon data center(s) where the test LSMS application is located.
  - g) Will modify application support processes to permit timely resolution of failed or delayed LSMS Messages in conjunction with Verizon Business.
2. Subject to the terms of the Agreement and this Service Schedule, Verizon Business shall undertake the following actions:
  - a) Will develop and maintain at its own expense, an interface to the Verizon LSMS application, to permit the receipt of LSMS Messages from NPAC, using the interface format and method as reasonably required by Verizon to access the LSMS.
  - b) Will modify application support processes to permit timely resolution of failed or delayed LSMS Messages in conjunction with Verizon.
  - c) Will provide Verizon with prompt and reasonable advance notice of changes to Verizon Business applications or interface software, or changes in procedural processes. All such changes shall be consistent with NANC industry mandated Message delivery, receipt and acknowledgement standards as defined in the NANC FRS and IIS.

**III. Compensation**

1. Verizon Business will pay the charges for the Service as set forth in the table below. The charges in this Section III are based upon a determination that no augmentation of the current Verizon LSMS interface or GUI is required. As a specific example, and not otherwise intended to alter the implementation of the cost allocation and affiliate transaction requirements set forth in 47 Code of Federal Regulations (CFR) Parts 32 and 64, if Verizon is required in the future to augment its LSMS interface or GUI in connection with its providing the Service, Verizon Business shall continue to compensate Verizon for the Service at the rates based on cost allocation and affiliate transaction requirements set forth in 47 CFR Parts 32 and 64, including any increases or decreases required as a result thereof.

<b>Description of One Time Charges</b>	<b>Not To Exceed</b>
Analysis, testing and implementation support by Verizon of Verizon Business' development of LSMS Interface	\$679,384.00

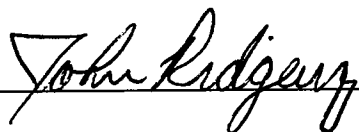
<b>Description of Monthly Recurring Charges</b>	<b>Amount per Month</b>
Access to LSMS Application and Messages	\$23,232.00
Connection to NPAC Primary and Secondary Data Centers <sup>1 &amp; 2</sup>	\$2,610.96

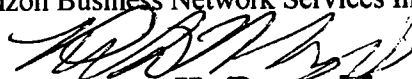
1. The fee to the NPAC data center may be adjusted on an annual basis subject to 47 Code of Federal Regulations (CFR) Parts 32 and 64.
2. The basis for the fee to the NPAC data center is a proration of the actual fees charged by NeuStar, Inc to Verizon, based on the total number of LSMS Messages received by both Verizon and Verizon Business on an annual basis, divided into the total number of ported number charges assessed to Verizon Business on an annual basis, as obtained from the NeuStar invoices.

AGREED TO AND ACCEPTED BY:

Verizon Services Corp.

Verizon Business Network Services Inc.

By: 

By:   
**Peter H. Reynolds**

Name: John Ridgeway

For: Name: Scott C. Pierce

Title: Director – Marketing Services

Title: Executive Director-Alliance Management