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verizon No Action

Verizon Northwest Inc.

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

April 14, 2008

Ms. Carole J. Washburn,
Executive Secretary
Washington Utilities and
Transportation Commission
P.O. Box 47250
1300 S. Evergreen Park Drive SW
Olympia, Washington 98504-7250

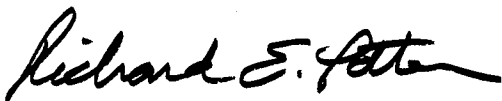
Subject: **AFFILIATED INTEREST AGREEMENT – ADVICE NO. 352**
Ref. Docket UT-061254

Dear Ms. Washburn:

Enclosed for the Commission's file are verified copies of Amendments 7 (with Service Schedule 005), 8 (with Service Schedule 008), and 9 (with Service Schedule 009) to a Master Services Agreement between Verizon telephone operating companies, including Verizon Northwest Inc., and Verizon Business Network Services Inc.

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
ALLEGED TRANSPORTATION
2008 APR 16 AM 8:38
STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed are true copies of Amendments 7 (with Service Schedule 005), 8 (with Service Schedule 008), and 9 (with Service Schedule 009) to a Master Services Agreement between Verizon telephone operating companies, including Verizon Northwest Inc., and Verizon Business Network Services Inc.



Date:

9.14.08

Richard E. Potter
Director
Verizon Northwest Inc.

**AMENDMENT NO. 7 TO
MASTER SERVICES AGREEMENT**

THIS AMENDMENT NO. 7 ("Amendment 7") to the Master Services Agreement, as amended by Amendments Nos. 1, 2, 3, 4, 5, and 6 (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 Network Services Inc., 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 7;

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 Verizon Global Networks Inc. as a Party to this Agreement, solely for the purposes of this Amendment 7.
2. The parties hereby agree that Service Schedule 005, as amended by Amendment 4, shall be further amended by deleting it in its entirety and inserting a new Service Schedule 005 which is attached to this Amendment 7 and which is incorporated by this reference.
3. Except as amended hereby, all other rates, terms and conditions of the Agreement shall remain in full force and effect.
4. This Amendment 7 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 Network Services, Inc.

By: Brent Hampton

By: [Signature]

Name: Brent Hampton
~~John Ridgeway~~
Wholesale Contract Manager

Name: Scott C. Pierce


Title: Director - ~~Marketing Services~~

Title: Executive Director - Alliance Management

Date: 3-13-08

Date: 3-14-08

Verizon Global Networks Inc.

By:  _____

Name: Scott C. Pierce

Title: Executive Director – Alliance Management

Date: 3-14-08

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., predecessor in interest to Verizon Business Network Services Inc., and Verizon Services Corp. ("MSA" or "Agreement"), Verizon Global Networks Inc. ("GNI") or MCI Communications Services, Inc., d/b/a Verizon Business Services ("VZB" or "Verizon Business") will provide Data Center Colocation 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. 7 to the Agreement ("Amendment 7").

II. Compensation

- A. For the locations specifically set forth in the table below, Verizon will pay the corresponding charges for the Service 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 VGNI or Verizon Business with all information reasonably requested by VGNI 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. Verizon will pay any applicable standard installation and any other non-recurring charges for Data Center Colocation. VGNI or Verizon Business may adjust the MRC for power on a once per calendar year basis, subject to applicable regulatory requirements.

VGNI or Verizon Business Data Center Location	Space MRC Per Cabinet	Power MRC Per Cabinet
Bloomington IL	420.00	540.00
Tampa FL	93.84	161.72
Cambridge MA	390.67	259.60
White Plains NY	328.28	402.11
Newark NJ	420.00	185.55
Philadelphia PA	210.72	190.30
Washington DC	252.31	270.11
Richmond VA	189.06	230.93
Dallas 2 TX	414.56	247.43
LA 2 CA	360.94	170.50
Dallas 1 TX	335.16	540.00
5030 Broadway NY	420.00	353.64
North Brunswick NJ	266.41	247.43
Herndon VA	420.00	131.93
Ft Wayne	226.88	126.78

B. For Data Center Colocation Service located in a Standard Data Center and ordered after the effective date of Amendment 7, Customer will pay the monthly recurring charges and the non-recurring charges set forth in Exhibit No. 1 which is attached hereto and incorporated by this reference.

C. Additional Services

- C.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.
- C.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

- C.3 Customer will pay any one-time and non recurring charges associated with DC Power and/or Power Distribution Frames on an individual case basis based on location.
- C.4 For each additional 70 amps power associated with Data Center Colocation Service located in a Standard Data Center which is ordered after the effective date of Amendment 7, Customer will pay a monthly recurring charge equal to One Thousand Six Hundred Forty Dollars (\$1,640). For each replacement 70 amps power associated with Data Center Colocation Service located in a Standard Data Center, which is ordered after the effective date of Amendment 7, Customer will pay a monthly recurring charge equal to One Thousand Four Hundred Dollars (\$1,400). For replacement DC power and additional DC power associated with Data Center Colocation Service located in a Standard Data Center which is ordered after the effective date of Amendment 7, Customer will pay the corresponding monthly recurring charge as set forth in the table below"

Replacement DC Power	Monthly Recurring Charge
Replacement 35 Amp (1 x)	\$55.00
Replacement 40 Amp (1 x)	\$110.00
Replacement 45 Amp (1 x)	\$165.00
Replacement 50 Amp (1 x)	\$220.00
Replacement 55 Amp (1 x)	\$275.00
Replacement 60 Amp (1 x)	\$330.00
Additional DC Power	List MRC
Additional 30 Amp (1 x)	\$330.00
Additional 35 Amp (1 x)	\$385.00
Additional 40 Amp (1 x)	\$440.00
Additional 45 Amp (1 x)	\$495.00
Additional 50 Amp (1 x)	\$550.00
Additional 55 Amp (1 x)	\$605.00
Additional 60 Amp (1 x)	\$660.00

III. CONDITIONS OF SERVICE.

- A. Verizon shall purchase from VGNI or Verizon Business 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").
- B. VGNI or Verizon Business will maintain an operating temperature of 75 degrees plus or minus 2 degrees and humidity of 45% plus or minus 3 degrees.

IV. PERMISSIBLE USE OF SPACE

- A. Verizon will furnish to VGNI or Verizon Business, and keep current, a written list identifying a maximum of ten (10) individuals authorized to obtain entry to the Facility and access the Space. VGNI or Verizon Business may revoke the entry privileges of any person at any time and for any reason.
- B. Verizon's employees and agents will not use any products, tools, materials, or methods that, in VGNI or Verizon Business's reasonable judgment, might harm, endanger, or interfere with the Verizon network, the Service, VGNI or Verizon Business's provision of services to any other customer, the Facility, or the personnel or property of VGNI or Verizon Business, its vendors or its other customers. VGNI or Verizon Business may take any reasonable action to prevent such potential harm or interference.
- C. 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. VGNI or Verizon Business may immediately terminate Service provided under this Agreement upon notice to Verizon if Verizon violates this restriction.
- D. No material improvements or modifications will be made to the Space or any portion of the Space or the Facility unless approved by VGNI or Verizon Business, which approval will not be unreasonably delayed, conditioned or withheld. VGNI 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 VGNI or Verizon Business determines in its reasonable discretion that such unapproved items possess an immediate risk to the Facility or VGNI or Verizon Business's other customers, VGNI or Verizon Business may immediately disconnect or remove such unauthorized equipment from the Space without prior notice to Verizon and without liability to VGNI 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 VGNI 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 VGNI or Verizon Business prior to arriving at any Facility by calling VGNI or Verizon Business's customer service center at the number listed on Verizon's invoice or other contact number as may be designated by VGNI or Verizon Business.

VI. EQUIPMENT

Verizon will be allowed to remove from the Facility only that Equipment for which Verizon can show it has sufficient ownership or possessory interest. VGNI or Verizon Business may relocate the Equipment within the Facility or to move the Equipment to another facility, at VGNI or Verizon Business's expense, with at least ninety (90) days' written notice. VGNI 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 Network Services, Inc.

By: Brent Hampton

By: [Signature]

Name: Brent Hampton
~~John Ridgeway~~

Name: Scott C. Pierce

Title: Director - Wholesale Contract Management
~~Marketing Services~~

Title: Executive Director - Alliance Management

Date: 3-18-08

Date: 3-14-08

Verizon Global Networks Inc.

By: [Signature]

Name: Scott C. Pierce

Title: Executive Director - Alliance Management

Date: 3-14-08

ATTACHMENTS:

Exhibit No. 1 -- Data Center Colocation -- United States Pricing Schedule for Standard Data Centers

**Data Center Colocation – United States
Pricing Schedule for Standard Data Centers**

No Install Fees are charged for Renewals unless there is a change in configuration.

Discounts, if any, in the sponsoring agreement, applicable to this particular Service shall be applied to the prices set forth below except for MRCs for Power Options which are not discountable:

1. **Equipment Space Options.**

Equipment Space	Install Fee	MRC
Telco Cabinet	\$0	\$725

2. **Power Options.** AC Power is not protected by a UPS.

a. **Standard Power.** (one per Cabinet ordered)

Cabinet Space	Install Fee	MRC
AC Power - 20 amp 120 volt	\$0	\$0
DC Power - 30 amp	\$0	\$0

b. **Power Upgrades.** Ordered in lieu of Standard Power Option for each Cabinet ordered.

AC Power	Install Fee	MRC
30 amp 120 volt	\$1,000	\$110
DC Power	Install Fee	MRC
50 amp	\$0	\$220
60 amp	\$0	\$330

c. **Power Options.** Supplemental Power to standard Power Options or to Power Upgrades.

AC Power	Install Fee	MRC
20 amp 120 volt	\$1,000	\$220
30 amp 120 volt	\$1,000	\$330
DC Power	Install Fee	MRC
30 amp	\$0	\$330
50 amp	\$0	\$550
60 amp	\$0	\$660

3. **Cross Connects.**

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

4. **UPS Units.** Verizon provides no maintenance for the UPS units or optional hardware listed below. A rack-mounting kit is included with all UPS units listed below.

UPS Units (with rack mountable kit)	NRC
Powerware 5115 Model – 750 VA	\$ 325

Powerware 5125 Model – 1440 VA	\$ 499
Powerware 5125 Model – 2880 VA	\$1,099
Powerware 5125 Model – 5000 VA	\$2,299
Optional Hardware	
Optional Powerware Connect UPSX – Remote Management adapter – X-Slot EN, Fast EN, 10BaseT, 100 BaseTX-4	\$ 250

5. **On-Site Technical Support.** On-Site Technical Support (“Hands-and-Eyes Support”) is available to Customer with the first 2 hours per month provided at no charge. After the first two hours per month, Customer will pay \$200 per hour for Hands-and-Eyes Support, in 15-minute increments.

Note: If Customer is ordering additional Verizon Services that are to be associated with Verizon’s Data Center Colocation, such services are via a separate service attachment.

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**AMENDMENT NO. 8 TO
MASTER SERVICES AGREEMENT**

THIS AMENDMENT NO. 8 ("Amendment 8") to the Master Services Agreement, as amended by Amendments Nos. 1, 2, 3, 4, 5, 6, and 7 (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 Network Services Inc., 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 or their predecessors 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 the purposes of this Amendment 8;

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 008, attached to this Amendment 8, relating to Data Center Collocation Service to facilitate an ILEC Node in a Verizon Business Point Of Presence For Interexchange Carrier Service. 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 the purposes of this Amendment 8.
3. Except as amended hereby, all other rates, terms and conditions of the Agreement shall remain in full force and effect.
4. This Amendment 8 and Service Schedule 008 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.

EXECUTION COPY

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.

By: Brent Hampton

Name: Brent Hampton

Title: Director – Wholesale Contract Management

Date: 4.03.08

Verizon Business Network Services Inc.

By: Scott C. Pierce

Name: Scott C. Pierce

Title: Executive Director, Alliance Management

Date: 4/1/08

Verizon Global Networks Inc.

By: Scott C. Pierce

Name: Scott C. Pierce

Title: Executive Director, Alliance Management

Date: 4/1/08

EXECUTION COPY

SERVICE SCHEDULE 008

**SERVICE DESCRIPTION AND COMPENSATION
FOR DATA CENTER COLOCATION SERVICE
TO FACILITATE ILEC NODE IN VERIZON BUSINESS POINT OF PRESENCE
FOR
INTEREXCHANGE CARRIER 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., predecessor in interest to Verizon Business Network Services Inc., 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 Exhibits thereto and the Agreement, as amended by Amendment No. 8 to the Agreement ("Amendment 8").

II. Description of Service

The purpose of this Amendment No. 8 is provide Verizon ILEC the capability to co locate a Node of an Optical Services Ring at a Verizon Business Point of Presence to facilitate cross connection of an ILEC customer's SONET Ring and DWDM Services with a GNI or Verizon Business network service. This facility will be made available to customers with ILEC Dedicated SONET Rings and IOTs. At the time of order, a separate schedule or pricing will be developed. Approval and verification of each order will be executed through the standard Data Center Colocation (DCC) procedures in effect at the time of the order.

III. Compensation

Verizon will pay the charges for the Service as set forth in the table below based on the Data Center location selected, which charges have been derived in accordance with 47 C.F.R. Parts 32 and 64 and Section 3.2 of the Agreement. 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 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. Verizon Business may adjust the MRC for power on a once per calendar year basis, subject to applicable regulatory requirements.

A. Standard Data Center Colocation Cabinet Fee Schedule

1. Cabinets

Standard 20 Amp 110 Volt power or 30 Amp DC power will be provided with each Cabinet Space and with each Cabinet.

Power	Monthly Fee
Cabinet	\$725

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Customers may purchase up to the number of cabinets indicated below based on amount of bandwidth purchased.

Bandwidth Purchased	Number of Cabinets
1 Mbps	1-3
Each Additional 1 Mbps	1

2. Cabinet Power Upgrades (May not be Waived or Discounted)

Power	Monthly Charge	Install Fee
AC Power		
Additional 20A 110V	\$220	\$1,000
Additional 30A 110V	\$330	\$1,000
*Optional 30A 110V	\$110	\$1,000
DC Power		
Additional 30 Amp	\$330	\$0
Additional 50 Amp	\$550	\$0
Additional 60 Amp	\$660	\$0
*Optional 50 Amp	\$220	\$0
*Optional 60 Amp	\$330	\$0

Note: Power upgrade pricing is available to new customers and to current customers at the expiration of their agreement only.

***Note:** In this instance, "Optional" is the same as "Replacement" referenced in Premium Data Center terminology.

3. Cross Connect Pricing

Additional monthly recurring charges will be assessed based on the number and type of cross-connects made into each rack. This charge covers the cost of connecting the rack to the cross-connect panel within the data center. Any type of bandwidth used in Standard Data Centers requires a Cross Connect.

Twisted Pair/Coax	Fiber
\$25	\$50

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B. Additional Services

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.

IV. CONDITIONS OF SERVICE

- A. Verizon shall purchase from GNI or Verizon Business: 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 or Verizon Business 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 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.

V. 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.
- C. Verizon's employees and agents will not use any products, tools, materials, or methods that, in GNI or Verizon Business' reasonable judgment, might harm, endanger, or interfere with the Verizon network, the Service, or GNI 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

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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 Verizon Business determines in its reasonable discretion that such unapproved items possess an immediate risk to the Facility or GNI 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 Verizon Business.

VI. CONDUCT IN FACILITY

- A. Verizon's employees and agents are prohibited from bringing any harmful or dangerous materials (as determined by 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 Verizon Business prior to arriving at any Facility by calling GNI or Verizon Business' customer service center at the number listed on Verizon's invoice or other contact number as may be designated by Verizon Business.

VII. EQUIPMENT

- A. 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 Verizon Business at the Facility at issue.

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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 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.

By: Brent Hampton

Name: Brent Hampton

Title: Director - Wholesale Contract Management

Date: 4-03-08

Verizon Business Network Services Inc

By: [Signature]

Name: Scott C. Pierce

Title: Executive Director, Alliance Management

Date: 4/1/08

Verizon Global Networks Inc.

By: [Signature]

Name: Scott C. Pierce

Title: Executive Director, Alliance Management

Date: 4/1/08

EXECUTION COPY

**AMENDMENT NO. 9 TO
MASTER SERVICES AGREEMENT**

THIS AMENDMENT NO. 9 ("Amendment 9") to the Master Services Agreement (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 Network Services Inc., 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 or their predecessors entered into the Agreement effective July 24, 2006; and

WHEREAS, Verizon desires to purchase additional services from Verizon Business and the Parties desire to substitute Verizon Business Network Services, Inc. for Verizon Business Financial Management Corp., which is no longer an active Verizon Business company;

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 009, attached to this Amendment 9, relating to LNP SOA Messaging Services. This Service Schedule is hereby made a part of the Agreement.
2. The Parties hereby agree to substitute Verizon Business Network Services, Inc. for Verizon Business Financial Management Corp.
3. Except as amended hereby, all other rates, terms and conditions of the Agreement shall remain in full force and effect.
4. Anything to the contrary in Section 2.1 of the Agreement notwithstanding, this Amendment 9 and Service Schedule 009 shall become effective between the Parties as of the Amendment 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 9 and Service Schedule 009 shall remain in full force and effect and that applicable terms and conditions of the Agreement shall be incorporated by reference into this Amendment 9 and Service Schedule 009 for the remainder of the Term.
5. This Amendment 9 and Service Schedule 009 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.

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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 Network Services, Inc.

By: Brent Hampton

By: [Signature]

Name: Brent Hampton

Name: Scott Pierce

Title: Director - Wholesale Contract Management

Title: Executive Director, Network Services

Date: 4-03-08

Date: 3/27/08

SERVICE SCHEDULE 009

SERVICE DESCRIPTION AND COMPENSATION FOR LNP SOA MESSAGING SERVICES

I. General


At the written request of MCImetro Access Transmission Services LLC or other Verizon Business entities ("Verizon Business" or "Customer") set forth in Exhibit A to the Master Services Agreement between Verizon Business Financial Management Corp., successor to MCI Financial Management Corp., and Verizon Services Corp. ("MSA" or "Agreement"), the applicable Verizon telephone operating company set forth in Exhibit A to the Agreement (individually or collectively) ("Verizon") will provide the Local Number Portability (LNP) SOA Messaging Services, as further described below, in accordance with the terms and conditions set forth in this Service Description and the Agreement, as amended by Amendment No. 9 to the Agreement ("Amendment 9").

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

- a) Access to Verizon's Service Order Administration (SOA) application for the purpose of Customer sending LNP messages to the Number Portability Administration Center (NPAC) and receiving and returning NPAC responses;
- b) Storage of Customer's SOA messages and Customer's SOA profile data in Verizon's SOA database for a period of no more than 14 days; and
- c) Access to Verizon's SOA Graphical User Interface (GUI) application for the purpose of Verizon Business management of Number Plan Administration (NPA) / Number Exchange (NXX) assignments, Location Routing Numbers (LRN), and Subscription Version (SV) update requests to NPAC.

Definitions

1. **LNP** – Local Number Portability, the ability of an end customer to utilize a new local telephony service provider without changing the end customer telephone number – an industry mandated process known as "porting" the telephone number. The processes surrounding and including the porting of telephone numbers between providers is described in the North American Numbering Council (NANC) Functional Requirements Specification (FRS).
2. **LRN** – Local Routing Number, a 10 digit number that identifies the telephony switching point for a local telephone number exchange. In number portability, use of the logically assigned LRN removes the need to have rigid assignment of telephone number to telephone switch.
3. **Messages** – formatted data transmitted to and received from the NPAC including subscription version, number pool block, network data download, notifications, and service provider data administration, whose format is defined and modified from time to time in the NANC Interoperable Interface Specification (IIS).

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4. **NANC** – The North American Numbering Council, 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. **NPA** – Numbering Plan Area, more typically known as the area code, which is the 1st, 2nd and 3rd digits of a 10 digit North American Plan telephone number.
 6. **NPAC** – Number Portability Administration Center, an industry mandated, centralized database containing ported telephone numbers and the associated local service provider whose administration is managed under contract by NeuStar, Inc.
 7. **NXX** – more typically known as the exchange, which is the 4th, 5th and 6th digits of a 10 digit North American Plan telephone number.
 8. **SOA** – Service Order Administration, an application that accepts, formats, stores, forwards requests, and receives updates on Verizon ported number activity, to and from the NPAC.
 9. **SV** -- Subscription Version, an activity performed against a telephone number during the number porting process. Over its lifetime, a telephone number may be ported multiple times. The subscription version number allows the local service provider to track a specific activity against a telephone number using the subscription version number.

II. Responsibilities of Parties

1. Verizon:

- a) Will provide access to the SOA application by designated Verizon Business applications in order to send and receive NPAC Messages.
- b) Will provide access to the SOA Graphical User Interface by designated Verizon Business employees in order to administer, create, modify and delete activities against Verizon Business NPA/NXXs and LRNs, and to request an update to the SOA application database for a specified SV.
- c) Will adhere to NANC industry mandated Message delivery, receipt and acknowledgement standards to SOA following the processes defined in the NANC FRS, and will provide the same standard to Verizon Business.
- d) Will adhere to industry mandated changes in the local telephone number porting process, including making any software application changes to SOA in the timeframes as required by NANC mandate.
- e) Will promptly and with reasonable advance notice, provide Verizon Business with planned changes to the SOA application, to permit Verizon Business to make any changes needed to adjust to the impending change. All such changes shall be consistent with NANC mandated Message delivery, receipt and acknowledgement standards.
- f) Will provide telecommunications access to Verizon data centers where the SOA primary and backup production applications are located, and will provide access to those Verizon data center(s) where the test SOA application is located.
- g) Will modify application support processes to permit timely resolution of failed or delayed SOA Messages in conjunction with Verizon Business.
- h) Will maintain all material rights and consents necessary to provide Verizon Business with access to the SOA application, the SOA database, and the SOA Graphical User Interface application and for Verizon Business to use and enjoy the benefits of the same in accordance with this Service Schedule and the Agreement.

2. Verizon Business:

- a) Will maintain at its own expense, an interface to the Verizon SOA application, to permit the sending and receiving of SOA Messages from NPAC, using the interface format and method as reasonably required by Verizon to access the SOA.
- b) Will modify application support processes to permit timely resolution of failed or delayed SOA 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 mandated Message delivery, receipt and acknowledgement standards.
- d) Will maintain at its own expense, the necessary SOA software licenses with Telcordia.

III. Compensation

Verizon Business will pay the charges for the SOA Messaging Services as set forth in the table below.

Description of One Time Charges ¹	One-Time Price
SOA Interface Development	\$215,041.00

Description of Monthly Recurring Charges	Price/Month
SOA Interface Ongoing Maintenance	\$10,613.83
SOA Messaging	\$0.00
Connection to NPAC Primary and Secondary Data Centers	\$4,000.00

1. SOA Interface Ongoing Maintenance monthly recurring charges cover Verizon work with Verizon Business personnel to resolve porting issues that require Verizon assistance on Verizon SOA systems.

Verizon Services Corp.

By: Carolyn Golematis

Name: Carolyn Golematis

Title: Director – Network Services

Verizon Business Network Services Inc.

By: Scott Pierce

Name: Scott Pierce

Title: Executive Director-Network Services