

Attachment 12
UT-070371
OM 05/14/09
NO ACTION
verizon

Verizon Northwest Inc.

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

May 1, 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. 388
Ref. UT-070371

OFFICE OF THE
COMMISSIONER
2009 MAY -14 AM 8:05

To whom it may concern:

Enclosed for the Commission's file is a verified copy of Attachment 12 to a Master Services Agreement between Verizon telephone operating companies, including and Verizon Northwest Inc., and Verizon Wireless. The footer notwithstanding, the companies are not requesting confidential treatment of this document.

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 Attachment 12 to a Master Services Agreement between Verizon telephone operating companies, including and Verizon Northwest Inc., and Verizon Wireless.

Richard E. Potter Date: 5.1.09

Richard E. Potter
Director
Verizon Northwest Inc.

**Attachment 12 – Description and Pricing of Services for
Transparent LAN Service (TLS)**

This Attachment 12 (**Description of Pricing and Services for Transparent LAN Service (TLS)**) (this **Product Schedule**) is entered into as of the date of last signature by a Party (the **Product Schedule Effective Date**) by and among Celco Partnership d/b/a Verizon Wireless (**Customer**) and Verizon Services Corp. on behalf of the Verizon operating telephone companies set forth on the signature page to this Product Schedule (individually and collectively, **Verizon**) (each individually, a “Party,” and collectively, the “Parties”). This Product Schedule is attached to that certain Master Services Agreement (**Agreement**), dated as of March 19, 2007, by and among the Parties, and made a part thereof. All capitalized terms not otherwise defined in this Product Schedule, the Product Guide, or in the Agreement shall have the meanings set forth in Verizon’s Tariffs FCC Nos. 1 and 20 (individually, **Tariff**, and collectively, **Tariffs**), as applicable. No modification of this Product Schedule, including but not limited to the rates set forth in Section 3, shall be effective or binding unless it is made in writing and signed by an authorized representative of each Party.

1. Service Description

- 1.1 **General Description**: As set forth in more detail in the Product Guide, Verizon’s TLS (the **Service**) is a high speed data service which provides Ethernet transport over a shared network and to transport the Customer’s data between Customer designated Premises within a LATA and within the New York – New Jersey Corridor.
- 1.2 **Product Guide for the Service**: To the extent not inconsistent with the provisions of this Product Schedule or the Agreement, the complete description of the Service and all terms and conditions for the Service are contained in the **Transparent LAN Service (TLS) Product Guide (Product Guide - TLSPG_v2_040108)** which is incorporated herein by reference and has been provided separately to Customer. The Product Guide contains a comprehensive description of the Service for use by Customer, including without limitation for the following reasons: (i) in connection with its initial review and analysis of the Service; (ii) in making a decision as to whether or not to enter into negotiations for the Service to satisfy its particular business needs; (iii) in maintaining its Service in the most advantageous manner; and (iv) in staying abreast of enhancements or other modifications to the Service.
- 1.3 **Changes to the Product Guide**: Subject in all respects to the terms and conditions of this Product Schedule and the Agreement, Verizon in its sole discretion shall have the right to change terms set forth in the Product Guide. In accordance with Section 25 (Notices) of the Agreement, Verizon shall provide notice of any change to the Product Guide, and such changed Product Guide shall be the Product Guide as defined herein, and such changed Product Guide shall apply to all existing and new Services provided to Customer pursuant to the Agreement, the Product Guide and this Product Schedule from the date of such change to the Product Guide. Notwithstanding the foregoing, Verizon shall not make any changes to the Product Guide that alters the price paid under this Product Schedule for the Service, or that alter any credits allowed (e.g., in connection with any applicable service level agreements) or the application or waiver of charges (e.g., termination liability) provided for in the Product Guide or this Product Schedule, or that would significantly and materially affect the Customer’s ability to obtain the Service

covered by the Product Guide and this Product Schedule. Any changes to the Product Guide that are identified by Customer, and agreed upon by the Parties as not being allowed pursuant to the foregoing sentence, will be set forth in an amendment to this Product Schedule as exceptions to the changed Product Guide applicable to Customer. Any upgrades or other improvements to the Service (e.g., enhancements, new features, connections to new services, etc.) shall be introduced by Verizon and made available to Customer on terms and conditions to be negotiated between the Parties.

1.4 Tariffed Transparent LAN Service (TLS) and New Purchases of the Service:

The Parties hereby agree as follows:

- (a) *Conversion of Existing Tariffed Service(s) to TLS Service(s):* TLS purchased or ordered prior to the Product Schedule Effective Date and being provided by Verizon pursuant to the Tariffs (**Tariffed Service(s)**), if any, shall as of the Product Schedule Effective Date, be provided pursuant to the terms and conditions of this Product Schedule and the Agreement, including the pricing set forth in Section 3 hereof. Customer's Tariffed Service(s) will retain the existing applicable Commitment Period from the Tariffs, if any, and shall be governed by the terms and conditions, including the rates and charges, set forth in this Product Schedule and the Product Guide. Customer acknowledges and agrees that any and all amounts and obligations owed to Verizon on or after the Product Schedule Effective Date for Tariffed Service(s) shall be due and owing under this Product Schedule and shall be governed by the terms and conditions of this Agreement as if such Tariffed Service(s) had been ordered and provisioned under the Agreement.
- (b) *New Purchases of TLS Service(s):* As of the Product Schedule Effective Date, Customer shall place all new orders for the Service pursuant to the terms and conditions of this Product Schedule, the Product Guide and the Agreement.

2. Terms and Conditions

- 2.1 In order for Customer to receive the rates, terms, and conditions for the Service as set forth in the Agreement, the Product Guide and this Product Schedule, Customer must place the contract number assigned to this Product Schedule in the designated field of all service orders (to include Access Service Requests (ASRs)) submitted in connection with the Service. Subject to modification provided solely in accordance with 25 (Notices) of the Agreement, the contract number assigned to this Product Schedule is

FB1100035.

3. Rates and Charges

Together with the charges set forth in the Product Guide, the Agreement, or incorporated by reference therein, the rates and charges for the Service are set forth below:

Service Category	Term/Commitment	NRG (3)	Standard Rate (18)	USG/C
EMS or ERS - Standard UNI Port with Access Line Connection - 10 Mbps	Month to Month - Per line	1,300.00	1,200.00	LNHLX
	Three Year Plan - Per line	0.00	1,000.00	LNHL3
	Five Year Plan - Per line	0.00	900.00	LNHL5
EMS or ERS - Standard UNI Port with Access Line Connection - 100 Mbps	Month to Month - Per line	1,300.00	2,400.00	LNHLX
	Three Year Plan - Per line	0.00	2,000.00	LNHL3
	Five Year Plan - Per line	0.00	1,800.00	LNHL5
EMS or ERS - Standard UNI Port with Access Line Connection - 1000 Mbps	Month to Month - Per line	1,300.00	4,000.00	LNHLX
	Three Year Plan - Per line	0.00	3,500.00	LNHL3
	Five Year Plan - Per line	0.00	3,200.00	LNHL5
EMS - Real Time UNI Port with Access Line Connection - 100 Mbps	Month to Month - Per line	1,300.00	2,500.00	LNHLX
	Three Year Plan - Per line	0.00	2,100.00	LNHL3
	Five Year Plan - Per line	0.00	1,900.00	LNHL5
EMS - Real Time UNI Port with Access Line Connection - 1000 Mbps	Month to Month - Per line	1,300.00	4,500.00	LNHLX
	Three Year Plan - Per line	0.00	4,000.00	LNHL3
	Five Year Plan - Per line	0.00	3,700.00	LNHL5
ERS - Premier UNI Port with Access Line Connection - 100 Mbps	Month to Month - Per line	1,300.00	1,200.00	LNHLX
	Three Year Plan - Per line	0.00	1,000.00	LNHL3
	Five Year Plan - Per line	0.00	900.00	LNHL5
ERS - Premier UNI Port with Access Line Connection - 1000 Mbps	Month to Month - Per line	1,300.00	2,400.00	LNHLX
	Three Year Plan - Per line	0.00	2,000.00	LNHL3
	Five Year Plan - Per line	0.00	1,800.00	LNHL5
NNI Port Only Connection - 1000 Mbps	Three Year Plan - Per port	1,300.00	0.00	NHCES
	Five Year Plan - Per port	1,300.00	0.00	NHCES
NNI Port Only Connection - 1000 Mbps	Three Year Plan - Per port	0.00	2,000.00	P9CB3
	Five Year Plan - Per port	0.00	1,800.00	P9CB5
Ethernet TLS EVC - ERS EVC Standard - 10 Mbps	Month to Month - Per EVC	200.00	50.00	EVVFX
Ethernet TLS EVC - ERS EVC Standard - 100 Mbps	Month to Month - Per EVC	200.00	100.00	EVVGX
Ethernet TLS EVC - ERS EVC Standard - 1000 Mbps	Month to Month - Per EVC	200.00	200.00	EVVHX
ERS EVC Bandwidth - Basic (ERS-B) Class of Service	1 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	11.76	EVV1X
	2 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	23.53	EVV2X
	3 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	35.29	EVV3X

Service Category	Form Commitment	NRFC	Monthly MTC Rate (\$)	TRFC
	4 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	47.06	EVV4X
	5 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	58.82	EVV5X
	6 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	70.59	EVV6X
	7 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	82.35	EVV7X
	8 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	94.12	EVV8X
	9 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	105.88	EVV9X
	10 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	117.65	EVZAA
	20 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	235.29	EVVJX
	30 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	352.94	EVVKX
	40 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	470.59	EVVLX
	50 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	588.24	EVVMX
	60 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	705.88	EVVNX
	70 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	823.53	EVVOX
	80 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	941.18	EVVPX
	90 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	1,058.82	EVVQX
	100 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	1,176.47	EVZBA
	200 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	1,411.76	EVVRX
	300 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	1,470.59	EVVSX
	400 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	1,529.41	EVVTX
	500 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	1,588.24	EVVUX
	600 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	1,647.06	EVVVX
	700 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	1,705.88	EVVWX
	800 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	1,764.71	EVVXX

Service Category	Minimum Commitment	EVC (G)	Standard EVC Rate (G)	ESGID
	900 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	1,823.53	EVVYX
	1000 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	1,882.35	EVZCA
ERS EVC Bandwidth - Priority Data (ERS-PD) Class of Service	1 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	17.65	EVV1P
	2 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	35.29	EVV2P
	3 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	52.94	EVV3P
	4 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	70.59	EVV4P
	5 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	88.24	EVV5P
	6 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	105.88	EVV6P
	7 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	123.53	EVV7P
	8 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	141.18	EVV8P
	9 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	158.82	EVV9P
	10 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	176.47	EVVFP
	20 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	352.94	EVVJP
	30 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	529.41	EVVKP
	40 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	705.88	EVVLP
	50 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	882.35	EVVMP
	60 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	1,058.82	EVVNP
	70 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	1,235.29	EVVOP
	80 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	1,411.76	EVVPP
	90 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	1,588.24	EVVQP
	100 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	1,764.71	EVVGP
200 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	1,941.18	EVVRP	
300 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	2,117.65	EVVSP	

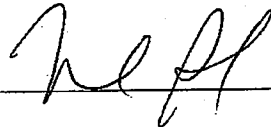
Service Description	Rate	Unit	Rate	Code
400 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00		2,294.12	EVVTP
500 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00		2,470.59	EVVUP
ERS EVC Bandwidth - Real Time (ERS-RT) Class of Service	1 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	47.06	EVV1R
	2 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	94.12	EVV2R
	3 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	141.18	EVV3R
	4 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	188.24	EVV4R
	5 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	235.29	EVV5R
	6 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	282.35	EVV6R
	7 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	329.41	EVV7R
	8 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	376.47	EVV8R
	9 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	423.53	EVV9R
	10 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	470.59	EVVFR
	20 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	941.18	EVVJR
	30 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	1,294.12	EVVKR
	40 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	1,529.41	EVVLR
	50 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	1,764.71	EVVMR
	60 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	2,000.00	EVVNR
	70 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	2,235.29	EVVOR
	80 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	2,470.59	EVVPR
90 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	2,705.88	EVVQR	
100 Mbps - Month-to-Month - Per Class of Service - Per EVC	0.00	2,941.18	EVVGR	
ERS EVC Setup Charge for ERS Premier UNI Port with Access Line Connection or NNI Port Only Connection	NRC - Per EVC	200.00	0.00	NHCET

Service Category	Term Commitment	NRC (\$)	Standard NRC Rate (\$)	LOC
Interoffice Mileage	Month-to-Month - Per line	0.00	100.00	1HOLS
Domain/Ethernet TLS EVC/LAN Extension Equipment Changes	NRC	400.00	0.00	NHCER
	NRC - DC/MD/VA (LATA 236 only)	200.00	0.00	
Customer Service Management	Month-to-Month - Per customer - Per line	350.00	150.00	NM9WX
Service Date Change Charge	Per order	150.00	0.00	OMC

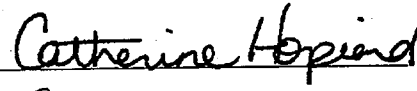
TLS Cancellation Charge				
Critical Date	APP	SID	DLRD	RID
	\$ 0.00	\$ 364.00	\$1,820.00	\$3,640.00
Critical Date	WOT	PTD	DD	
	\$3,640.00	\$3,640.00	\$3,640.00	

In confirmation of their consent and agreement to the terms and conditions contained in this Product Schedule and intending to be legally bound hereby, the Parties have executed this Product Schedule as of the Product Schedule Effective Date.

Celco Partnership d/b/a Verizon Wireless

By: 
Name: Nicola Palmer
Title: VP, Network Support
Date: 3/19/09

**Verizon Services Corp., on behalf of
the Verizon Operating Telephone Companies
identified below**

By: 
Name: Catherine Hopiard
Title: SSC, Wholesale Contract Mgmt.
Date: 3/26/09

Verizon Operating Telephone Companies

Verizon Delaware LLC
Verizon Florida LLC
Verizon Maryland Inc.
Verizon New England Inc.
Verizon New Jersey Inc.
Verizon New York Inc.
Verizon Pennsylvania Inc.
Verizon Virginia Inc.
Verizon Washington, DC Inc.
Verizon West Virginia Inc.
Verizon California Inc.
Verizon North Inc.
Verizon Northwest Inc.
Verizon South Inc.
GTE Southwest Incorporated, d/b/a Verizon Southwest