

Amendment 12  
UT-061254-AI



**Verizon Northwest Inc.**

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

July 17, 2008

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. 365**  
**Ref. Docket UT-061254**

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RECEIVED  
WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION

To whom it may concern:

Enclosed for the Commission's file are verified copies of Amendment 12 and Service Schedule 012 to a Master Services Agreement between Verizon telephone operating companies, including Verizon Northwest Inc., and Verizon Business companies. The footer on the service schedule notwithstanding, the companies are not requesting confidential treatment of the 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 are true copies of Amendment 12 and Service Schedule 012 to a **Master Services Agreement between Verizon telephone operating companies, including Verizon Northwest Inc., and Verizon Business companies.**

Richard E. Potter Date: 7-17-08

Richard E. Potter  
Director  
Verizon Northwest Inc.

**AMENDMENT NO. 12 TO MASTER SERVICES  
AGREEMENT FOR MANAGED WIDE AREA NETWORK ("WAN") AND MANAGED LOCAL  
AREA NETWORK ("LAN") SERVICES**

THIS AMENDMENT NO. 12 ("Amendment 12") to the Master Services Agreement, (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 hereto (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 individually as a "Party" and collectively as the "Parties."

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

WHEREAS, Verizon Business desires to provide, and Verizon desires to purchase for resale to its end user customers, certain management services for WAN and LAN customer premises equipment ("CPE"), as more fully described in the attached Service Schedule 012 (collectively "Managed WAN Services");

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

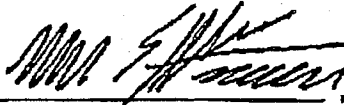
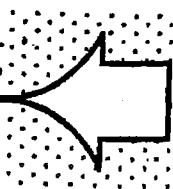
1. The Parties hereby agree to add Service Schedule 012, attached to this Amendment 12, entitled "Service Schedule for Managed Wide Area Network ("WAN") and Managed Local Area Network ("LAN") Services" ("Service Schedule 012"), which is hereby made a part of the Agreement.
2. Except as amended hereby, all other rates, terms and conditions of the Agreement shall remain in full force and effect.
3. This Amendment 12 and Service Schedule 012 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. Verizon may purchase and resell Managed WAN Services to its end user customers subject to the terms of the Agreement and Service Schedule 012.

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

Verizon Services Corp. (on behalf of the Verizon telephone operating companies set forth in Exhibit A).

Verizon Business Network Services, Inc.

By: Brent Hampton

By: Suleiman Hessami  

Name: Brent Hampton

Name: Suleiman Hessami

Title: Director - Wholesale Contract Management & Complex Bids

Title: Vice President, Pricing & Contract Management

Date: 6-10-08

Date: 6/17/08

SIGN  
HERE

**SERVICE SCHEDULE FOR MANAGED WIDE AREA NETWORK ("WAN") and  
MANAGED LOCAL AREA NETWORK ("LAN") SERVICES**

1. **General, Tariffs, Guide, and Order of Precedence.** Verizon Business (as defined in the Agreement) will provide the Services set forth in this Service Schedule to Verizon (as defined in the Agreement and also referred to herein as "Customer") for use in providing services to Verizon customers, including the Commonwealth of Pennsylvania ("End Users"). Verizon Business' provision of Services set forth in this Schedule to Verizon, and Verizon's use and payment therefore, will be governed by Verizon Business' applicable international, interstate and state tariffs ("Tariff(s)"), provisions of the Verizon Business "Service Publication and Price Guide" at [www.verizonbusiness.com/guide](http://www.verizonbusiness.com/guide) that are applicable to Services set forth in this Schedule ("Guide"), this Service Schedule and the Agreement. This Service Schedule incorporates by reference the terms of each Tariff and the Guide. Verizon Business may modify the Guide from time to time, and any modification will be binding upon Verizon, as provided in the Guide. Verizon (also referred to herein from time to time as "Customer") may enroll to receive email notifications of Guide changes at <http://www.verizonbusiness.com/guide/subscriptions>. If a conflict arises, the order of precedence is: (i) Tariffs to the extent applicable (ii) the Agreement (excluding the Guide and Tariffs), and (iii) the Guide. Among the provisions of the Agreement, the order of precedence is: (i) this Service Schedule, and (ii) the Agreement. If Verizon makes any changes to the Guide (other than to Governmental Charges) that affect Verizon in a material and adverse manner, Verizon may discontinue the affected Service without liability by providing Verizon Business with written notice of discontinuance within 60 days of the date the change is posted on the above website, unless within 60 days of receiving Verizon's discontinuance notice, Verizon Business agrees to remove the material adverse effect on Verizon. Certain current Guide terms regarding Managed WAN are described in part below (without limitation). The Managed WAN and optional Managed LAN (collectively, "Managed Services") will be performed by Verizon Business or through its agents and subcontractors on a commercially reasonable basis.
2. **Description of Services.** Customer may order one of four levels of Managed WAN Services: 1) Managed WAN Monitor and Notify; 2) Managed WAN Physical Management; 3) Managed WAN Full Management; or 4) Custom Application Monitoring (item 4 is for use by Verizon in providing services to the Commonwealth of Pennsylvania). For Services provided to Verizon for its use in serving the Commonwealth of Pennsylvania, each of the foregoing levels of management will also include Network Managers as described below. Pricing for included Network Manager functions is set forth in Section 10 of this Service Attachment and applies only to Services provided to Verizon for its use in serving the Commonwealth of Pennsylvania. Additionally, Customer has three non-recurring options to start Verizon Business Managed WAN Service at each site: 1) Managed Implementation; 2) Managed Take-Over; or 3) Managed Migration.
  - 2.1 **Managed WAN Monitor and Notify Service** provides proactive monitoring and basic physical device fault notification to Customer. Customer or its End Users are responsible for trouble isolation, diagnostics, repair, and maintenance dispatch of Managed Devices and associated downstream attached devices (e.g., cabling, servers, non-managed switches, firewalls, and personal computers. Customer or its End Users are responsible for the management of all equipment connected to Managed Devices that are out of the scope of the Managed WAN Service. Customer or its End Users will provide Verizon Business with the SNMP "Read Access Community String" for all monitored Managed Devices. Customer or its End Users are responsible for making and managing changes to its/their WAN network and any routine maintenance of Managed Devices.
  - 2.2 **Managed WAN Physical Management.** In addition to Managed WAN Services provided by Monitor and Notify service, Physical Management service provides ISDN dial backup design, implementation, testing and fault isolation and the network design consultation, physical and

logical Managed Device fault isolation, detection, and monitoring. Physical faults will be resolved by Verizon Business with logical faults remaining Customer's or its End Users' responsibility. Customer or its End Users will inform Verizon Business of physical faults once it/they have completed its/their logical troubleshooting if Verizon Business is maintenance provider for Customer's or its End Users CPE.

2.3 **Managed WAN Full Management** is a comprehensive managed WAN service that provides full testing of the ISDN dial backup design in addition to Physical Management service. Verizon Business is responsible to clear both logical and physical issues with Customer's and its End Users' reasonable cooperation. Verizon Business may clear the fault condition remotely or by dispatching a technician to Customer's (or its end user's) site at Verizon Business's option. Where ISDN is not available, Verizon Business will provide an analog dial backup design, if applicable. Customer or its End Users are responsible to arrange for the provisioning of ISDN Basic Rate Interface ("BRI") lines or analog lines as necessary. Change management activities are found on the Guide and are included in the monthly recurring charges for Managed WAN Full Management.

2.4 **Custom Application Monitoring** involves managing and monitoring business-critical End User applications, including making configuration changes, and End User premises based infrastructure, consisting of routers, switches, and servers,, in order to improve the availability and performance of End User applications. Each custom solution will be individually developed and priced by Verizon Business to meet the specific End User application monitoring requirements. Before Custom Application Monitoring services are provided by Verizon Business, the parties will agree upon prices and services in an amendment to this Service Schedule.

## 2.5 **Managed WAN Service Non-Recurring Options.**

2.5.1 **Managed Implementation Service.** Managed Implementation brings a new Customer End User Managed WAN network online after the Customer's or its End User's requirements have been gathered and the design activities have been completed. Verizon Business provides support for the planning, system engineering and overall project management of a new network. Verizon Business will provide Managed Implementation Service in accordance with a project plan agreed upon by the parties.

2.5.2 **Managed Take-Over.** With Managed Take-Over, Verizon Business reviews, optimizes or takes over management of a Customer's or its End User's existing network. Customer is responsible for providing all network data, including, but not limited to, Customer or its End Users' interviews, Customer-provided or End User-provided network diagrams, and site-specific information. Verizon Business will provide Managed Take-Over Service in accordance with a project plan agreed upon by the parties.

2.5.3 **Managed Migration.** Customer has two Managed Migration options; Basic and Complex, as described below. Both options provide Customer or its End Users with assistance in migrating from its or its End Users managed or unmanaged Verizon Business Frame Relay service to Verizon Business Managed Private IP service.

2.5.3.1 **Basic Managed Migration.** Verizon Business will prepare an assessment with the Customer of the Customer's or its End User's current network and CPE, including, but not limited to; network topology, protocols, network performance history, site related information and Customer or End User network management gap analysis. Verizon Business will provide a Customer design document ("CDD") as part of the project plan describing Customer's or its End User's PIP Network. Verizon Business will implement the PIP Network in

reasonable conformance with the CDD. Verizon Business will provide additional design consultation for subsequent changes to the PIP Network not described or included in the CDD -- such as an increase to the number of Managed Devices in PIP Network -- at an additional charge to Customer. Verizon Business will provide such additional design and consulting services on a per-project basis in accordance with a separate statement of work ("SOW") that contains appropriate terms, conditions, rates, and charges agreed upon by the parties in an amendment to this Agreement and Schedule.

2.5.3.2 **Complex Managed Migration.** In addition to the services provided under the Basic Managed Migration Service, Verizon Business will coordinate and complete the physical and logical activation of the Managed Devices into the PIP Network.

## 2.6 Network Managers

- 2.6.1 The primary role of the Verizon Business Network Manager is that of single point of contact (SPOC) for all Customer or End User data network service related and technical issues.
- 2.6.2 The Network Manager schedules and attends regular meetings with the Customer to assist with planning and growth processes and network performance data report read-outs. The Network Manager is available for Customer requested meetings and presentations.
- 2.6.3 The Network Manager works with the Customer in a consultative role to set future network direction, prioritize initiatives, develop network designs, configurations and transition plans, and assists with developing operational policies and procedures.
- 2.6.4 The Network Manager reviews, tracks and analyzes chronic trouble reports and initiates corrective action(s) in conjunction with the Verizon Business Service Manager. The Service Manager supports End Users and is not provided under this Agreement or Schedule but under separate service arrangements between End Users and Verizon Business.
- 2.6.5 The Network Manager reviews and coordinates data input for all managed Customer or End User network equipment into a common database and management platform.
- 2.6.6 The Network Manager is responsible for the following on the Customer or End User network: maintenance, upgrades, on-going network device configuration management, development and testing of Internetworking Operating System feature enhancements, and documenting and backing up the router configurations. The Verizon Business Tier I support group performs basic router configuration changes (i.e. static route additions) and interface creation at the Network Manager's direction, while it is the responsibility of the Network Manager to implement more complex configuration changes such as the addition of new network protocols, load sharing configurations, TCP/IP interface traffic filters, route distribution policies, configuration rebuilds, virtual LANS, and other complex configuration changes.
- 2.6.7 The Network Manager is available 24 hours per day/seven days per week to assist the Tier I support technicians with technical and configuration management assistance, and is responsible for determining whether vendor participation or escalation is required to restore service.

2.6.8 The Network Manager is responsible for the receipt and distribution of hardware/software upgrades and patches as required on Customer's End User's network. The Network Manager coordinates the implementation with the Tier I group and the outside field technicians and provides technical expertise during the upgrade process.

3. **Optional Services.** In addition to Managed WAN Services, Customer may choose to purchase Optional Reporting for Managed WAN, Third Party Transport Service, Managed Device Enhanced Features, or Managed LAN Service.

3.1 **Optional Reporting for Managed WAN.**

3.1.1 **Network Management Reporting - Visual.** Network Management Reporting - Visual is described on the Guide and is a real-time network performance monitoring and reporting service for Customers who install specified CPE. Verizon Business will provide daily, graphical reports relating to Customer or End User Networks via a secure web interface. Verizon Business will verify that the Customer or End User Network is capable of providing the required reporting level. Any remediation to provide a reporting level will be at Customer's expense. Reports may be viewed at the Portal at an Internet address provided by Verizon Business.

3.2 **Third Party Transport Service.** Verizon Business will monitor and manage Customer's 3<sup>rd</sup> Party Transport circuit from Verizon Business' Network Operations Center ("NOC") and inform Customer of the existence of any outages or problems with the 3<sup>rd</sup> Party Transport circuit. 3<sup>rd</sup> Party Transport Service is available to Customers with at least one managed site on the Verizon Business network.

3.3 **Managed Device Enhanced Features.** Customer with Managed WAN Full level of service may select certain Managed Device features at install or from time to time as part of the overall management of Managed WAN Service at an additional charge per month per Managed Device.

3.3.1 **Embedded Firewall:** Embedded Firewall is a Managed Device based firewall service that establishes Verizon Business managed firewall policies on the Managed Device. Firewall reporting is available as an option on the Customer Portal.

3.3.2 **Content Filtering:** Content Filtering is a Managed Device based service that allows Customer to control web-based content accessed by End Users. Content filtering feature is used with a Customer or End User provided and managed Websense server or configured to select up to 25 URL filters (List-based Filtering), or both.

3.3.3 **Content Delivery:** Content Delivery is available as a Managed Device module that will provide for caching of Customer's (or its End User's) web-based content to store frequently requested web content on the Managed Device module.

3.3.4 **Ethernet LAN:** Ethernet LAN is only available as a LAN card on a Managed Device. The LAN card will provide for additional LAN ports (standard or with power over Ethernet, ("PoE")). Verizon Business will monitor the LAN card generally, but not individual ports on the LAN card.

3.4 **Managed LAN Service.** The provisions of the Guide relating to Verizon Business Managed Local Area Network ("LAN") Services ("MLAN Service") will apply to any Customer order to Verizon Business for MLAN Service. Customer may choose one of three levels of management: 1) Monitor and Notify Service, 2) Physical Management or 3) Full Management. For service provided to Verizon in order to serve the Commonwealth of Pennsylvania, each service level above for MLAN Service will include Network Managers as described in section 2.6. The MLAN Service must be associated with at least one Managed WAN site and the



Managed LAN management level must be at the same level or below the Managed WAN management level for the same site.

3.4.1 **Monitor and Notify.** Monitor and Notify level of management provides monitoring and notification to Customer or its End Users. Customer or its End Users are responsible for the design, addressing and configuration of all switches in the Customer or End User LAN, including the LAN Switches. Customer or its End Users will be responsible for trouble isolation, diagnostics, repair and maintenance dispatch of LAN Switch and associated downstream attached devices (e.g. cabling, servers, non-managed switches, firewalls, and personal computers). Customer or its End Users are responsible for the management of all equipment connected to LAN Switches that are out of the scope of the MLAN Service. Customer or its End Users will provide Verizon Business with the SNMP "Read Access Community String" for all monitored LAN switches. Customer or its End Users are responsible for change management and any routine maintenance of LAN Switches.

3.4.2 **Physical Management** is a service that includes design services, fault determination for the network and physical aspects of the LAN Switches. Logical configurations are the Customer's or its End Users' responsibility. Customer or its End Users are responsible for change management and any routine maintenance of LAN Switches. Customer or its End Users will provide Verizon Business with "Privileged" access mode to all LAN Switches. Customer or its End Users will provide Verizon Business with the SNMP "Write Access Community String" for all monitored LAN Switches.

3.4.3 **Managed LAN Full Management** is a comprehensive managed LAN Switch service that provides the following physical and logical fault management, configuration management, security management, and monitoring services for LAN Switches in addition to the Physical Management.

3.4.4 **Initial Managed LAN Service Non-Recurring Options.**

3.4.4.1 **Managed Implementation Service.** Managed Implementation brings a new Customer or End User Managed WAN network online after the Customer's requirements have been gathered and the design activities have been completed. Verizon Business provides support for the planning, system engineering and overall project management of a new network. Verizon Business will provide Managed Implementation Service in accordance with a project plan agreed upon by the parties.

3.4.4.2 **Managed Take-Over.** With Managed Take-Over, Verizon Business reviews, optimizes or takes over management of a Customer's or its End User's existing network. All network data must be provided by the Customer or its End User, including, but not limited to, Customer or End User interviews, Customer-provided or End User-provided network diagrams, and site-specific information. Verizon Business will provide Managed Take-Over Service in accordance with a project plan agreed upon by the parties. The SOR provides i) the inventory of the Customer's or End User's network; ii) identifies any physical / logical activities required to bring the network under management by Verizon Business, and iii) identifies any associated costs to Customer to upgrade the network necessary to bring the network under management.

4. **Customer Responsibilities.** Customer will do the following:

4.1 **Information and Access Requests.** Upon request, Customer will provide information to Verizon Business, its subcontractors or its designated point of contact ("Verizon Business or its Designees") that is reasonably necessary or useful for Verizon Business to perform its

obligations, subject to the applicable confidentiality provisions of the Agreement. In addition, upon request Customer will provide Verizon Business or its Designees with access to Customer facilities, installation sites, and equipment as reasonably necessary or useful for Verizon Business to perform its obligations hereunder.

- 4.2 **Licenses.** Customer will be responsible for obtaining, either directly or through its End Users, any necessary permits, licenses, variances, and/or other authorizations required by state and local jurisdictions for installation and operation of the CPE on Customer's or its End Users' premises.
- 4.3 **Building Space.** Customer will provide or secure through its End Users adequate building space, circuitry, facility wiring, temperature, humidity, and power to comply with the standards established by the manufacturer of the CPE for proper installation and operation of any Managed Service that Customer wishes to purchase.
- 4.4 **IP Addresses.** Verizon Business reserves the right to use secondary IP addressing if Customer's End User is using unregistered IP address space. If Customer's End User will not allow secondary IP addressing, Customer, at its option, may decline the applicable service or pay reasonable costs for a dedicated management domain or an IP proxy hardware solution. Additionally, Verizon Business reserves the right to use border gateway protocol ("BGP") routing for the management permanent virtual circuits ("PVCs") used to access and monitor Customer's Network at no additional charge.
- 4.5 **Out of Band Access.** Out of band ("OOB") access is required for all Managed WAN and Managed LAN Full Management or Physical Management. If Customer wishes to purchase any such services, Customer will provide at its cost or obtain from its End Users at their cost either a dedicated, analog telephone connection or indirect cable access for use by each OOB modem for troubleshooting each circuit that is part Managed WAN and Managed LAN Full Management or Physical Management. The analog telephone connection must maintain a minimum 9600 bits per second connection rate for site level service level agreements ("SLAs") to apply. Managed LAN OOB access is in addition to any Managed WAN OOB access.
- 4.6 **Supported Devices.** Only Verizon Business certified devices will be supported and must be an approved Verizon Business design as outlined in Customer's Statement of Requirements.
- 4.7 **Third Party Transport Service.**
- 4.7.1 **Transport.** Customer must provide and pay for a dedicated MPLS, frame relay, ATM or private line connection through a local, 3<sup>rd</sup> Party Transport service provider ("3<sup>rd</sup> party provider") in order to manage the 3<sup>rd</sup> Party Transport circuit. Customer is responsible for the installation of all transport (including but not limited to the telephone line access circuit for the dedicated access connection, i.e. local loop). Customer shall ensure that the 3<sup>rd</sup> party provider executes a Letter of Authorization ("LOA") to allow Verizon Business to manage the WAN. Customer will cooperate with Verizon Business's reasonable instructions and provide information as necessary for Verizon Business's remote management and troubleshooting functionality, either in band or out of band. Customer is responsible for all costs, expenses, fees, etc. (collectively "costs") related to 3<sup>rd</sup> party providers, including costs related to actions directed or recommended by Verizon Business, either directly to the 3<sup>rd</sup> party provider pursuant to the LOA or otherwise through Customer.
- 4.7.2 **CPE and Management.** Customer's End Users can choose to provide their own WAN CPE for the 3<sup>rd</sup> Party Transport site or, for United States sites, Verizon Business can provide CPE under a separate service agreement with such End Users. In either case, Customer's End Users must provide Verizon Business with such access to CPE and such assistance as Verizon Business reasonably requires to provide monitoring and/or

management of 3rd Party Transport. Except when provided by Verizon Business, Customer or its End Users are responsible for the installation of the CPE. If required, Customer will facilitate the execution of a LOA allowing Verizon Business to work with any third party CPE maintenance providers. Customer or its End Users are responsible for all costs and expenses related to 3rd party maintenance providers, including costs related to actions directed or recommended by Verizon Business, either directly to the 3rd party CPE maintenance provider pursuant to the LOA or otherwise through Customer.

5. **Reports.** All copies of any reports, recommendations, documentation, Customer Portal printouts, or other materials in any media form provided to Customer by Verizon Business hereunder will be treated as Verizon Business Confidential Information.
6. **Service Level Agreement.** During the Term, Customer will receive the benefits of the Managed WAN and Managed LAN Service Level Agreement that is found in the Internet, Enhanced and other Nonregulated Products and Services section of the Guide ("SLA").
7. **Services Disclaimer.** Verizon Business makes no warranties, guarantees, or representations, express, or implied, that (i) the services provided pursuant to this Attachment will protect Customer's or its End Users' networks from intrusions, viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or destructive programming routines; (ii) any security threats and vulnerabilities to Customer's or its End Users' networks will be prevented or detected; or (iii) the performance by Verizon Business of any services under this Attachment will render Customer's or its End Users' systems invulnerable to security breaches.
8. **Use of Customer Logo.** Customer agrees to allow Verizon Business to use its logo identifying Customer as a Verizon Business Managed Services customer. Customer agrees to allow use of Customer's trademarks, trade names, or service marks (collectively, "Trademarks") for Verizon Business internal and external communications relation to Verizon Business's provision of the Service to the Customer. Verizon Business will present Customer with an opportunity to approve of such use of Trademarks, in advance, in writing, which approval shall not be unreasonably withheld or delayed. Verizon Business acknowledges that the Customer is the owner of all right, title and interest in and to all of the Trademarks and shall not take any action that is inconsistent with such ownership. Verizon Business shall not, by any act or omission, use any Trademark in any manner that tarnishes, degrades, disparages or reflects adversely on Customer or its business or reputation. Any use of each other's Trademarks and logos in conformity with the provisions of this Section will be royalty-free.
9. **Rates and Charges.**

9.1 **Managed WAN Monitor and Notify Service.**

	Monthly Recurring Charge ("MRC")		
Device Size	Small	Medium	Large
	\$70	\$80	\$120

9.2 **Managed WAN Physical Management.**

	MRC		
Device Size	Small	Medium	Large
	\$135	\$170	\$285

9.3 **Managed WAN Full Management.**

	MRC

Device Size	Small	Medium	Large
	\$155	\$200	\$335

9.4 **Standard and Nonstandard Devices.** The "Standard" network devices for data applications are listed below and apply to the Monitor and Notify, Physical Management or Full Management price tables above. Network device models not identified here and any network device used for voice applications are "nonstandard CPE." Verizon Business may limit or restrict the Managed Services that it provides for nonstandard CPE.

9.4.1 **Small Network Devices.** CISCO ROUTERS: Series 1XXX and 2XXX  
ADTRAN NETVANTA ROUTERS: Series 1xxx, 2xxx, and 3xxx

9.4.2 **Medium Network Devices.** CISCO ROUTERS: Series 3XXX and 4XXX  
ADTRAN NETVANTA ROUTERS: Series 4xxx and 5xxx

9.4.3 **Large Network Devices.** CISCO ROUTERS: Series 7XXX

9.5 **Non-Recurring Charge.** Customer will pay the following non-recurring charge per site as applicable.

9.5.1 **Managed Implementation or Take-Over Charges.** If Customer elects managed implementation or managed take-over, Customer shall pay a non-recurring charge per Managed Device as set forth below:

Charge Type	NRC per Device
	NRC/Device
Managed Implementation	\$533.50 /Device
Managed Takeover	\$436.50 / Device
Monitor Only Implementation	\$339.50 / Device

9.5.2 **Managed Migration.** If Customer elects managed migration, Customer shall pay a non-recurring charge per Managed Device as set forth below:

Implementation Type	NRC per Device
Managed Migration - Complex	\$557.75 / Device
Managed Migration - Basic	\$363.75 / Device

9.6 **CPE.** If Verizon Business is to provide CPE in the United States to Customer or its End Users, such CPE shall be ordered under and governed by a separate agreement with Verizon Business.

9.7 **Additional Charges.** For the special services listed below for Managed WAN Service, Customer will pay the corresponding charges in addition to the basic rates stated above. No discounts apply to the following charges:

9.7.1 **Expedite, Rescheduling and After Hours Charges.**

Charge Type	Charge
Expedite Charge - if Customer requests in writing to activate Managed	\$1,100

Devices within 15 days or less.	
Rescheduling Charge - if Customer reschedules a Managed Device activation within 48 hours of the originally scheduled date.	\$300
After Hours Charge - if Customer requests work after normal business hours.	\$600

9.7.2 **Additional One-Time Charges.** Optional Change Management ("OCM") provides additional remote change management support for Verizon Business's Managed WAN and Managed LAN Services. Customers are charged a fixed price per request, per site for the remote configuration items listed below. Customer can order specific Optional Change Management activities through the Verizon Business Customer Portal. The Verizon Business Customer Portal provides detailed information for each pricing level of OCM. For services provided by Verizon Business to Verizon for delivery to the Commonwealth of Pennsylvania, the following charges will not apply.

Activity	Monitor and Notify	Physical Management	Full Management
Dynamic Host Configuration Protocol ("DHCP") IP Helper - Add / Modify / Delete	NA <sup>2</sup>	NA	\$50
IP Network Address Translation - Add / Modify / Delete	NA	NA	\$50
Network Routed Protocol - Add / Modify / Delete	NA	NA	\$50
New Verizon Business Managed Service Operations ("MSO") IP/address Subnet Mask Changes	NA	NA	\$50
Permanent Virtual Circuit - Add / Modify / Delete	NA	NA	\$50
Routing Protocol - Add / Modify / Delete	NA	NA	\$50
VPN Tunnel - Add / Modify / Delete	NA	NA	\$50
Traffic Filter Design	NA	NA	\$350
Traffic Shaping/Queuing	NA	NA	\$350
Complex Configuration Modify	NA	NA	\$125
Demand Dispatches - Outside Scope of Normal Work	\$300	\$300	\$270
Hardware Module Upgrade	\$350	\$350	\$350
Bandwidth Increase/Decrease Physical	\$350	\$350	\$350
Memory Upgrade	\$350	\$350	\$350
Device (Router, etc.) Operating System Change - support new features <sup>1</sup>	\$350	\$350	\$350
Intra-building Managed Device Move <sup>1</sup>	\$350	\$350	\$350
Hardware Upgrade <sup>1</sup>	\$350	\$350	\$350
WAN Equipment Replace/Swap <sup>1</sup>	\$350	\$350	\$350
WAN (router, etc.) inter-building or across town move <sup>1</sup>	\$600	\$600	\$600

<sup>1</sup> Applies only with Verizon Data Maintenance - Network.

<sup>2</sup> NA = Not Available

9.7.3 Customer will be charged a service charge for all issues discovered with Full Management that result in an Verizon Business technician being dispatched that are due to the act or omission of Customer or its End User including, but not limited to, faulty in house wiring.

## 9.8 Optional Service Charges.

### 9.8.1 Optional Reporting for Managed WAN Service Charge.

	NRC	MRC per Managed Device
Network Management Reporting - Visual	\$0	\$50

9.8.2 Managed Device Enhanced Features.

9.8.2.1 Managed Device Enhanced Features (MRC is only for management service)

Embedded Firewall	NRC	MRC
Small	\$125	\$50
Medium	\$125	\$70
Large	\$125	\$120
Reporting	\$125	\$0

Content Filtering	NRC	MRC
Small	\$125	\$10
Medium	\$125	\$15
Large	\$125	\$25

9.8.2.2 Managed Device Enhanced Features – with Managed Device Module or Card (MRC for management service only)

Ethernet LAN Card	NRC	MRC
Ethernet LAN Small (4 Port or 9 Port)	\$ 125	\$ 35
Ethernet LAN PoE Small (4 Port or 9 Port)	\$ 125	\$ 35

Content Delivery Module	NRC	MRC
Content Delivery Small	\$ 125	\$ 40

9.8.3 Managed LAN Charges.

9.8.3.1 Monthly Recurring Charges per Switch. Customer shall pay the following monthly recurring charges as applicable for the services that it orders and receives under this Agreement:

9.8.3.1.1 Managed LAN Monitor and Notify.

Switch Size	MRC		
	Small	Medium	Large
	\$45	\$45	\$45

9.8.3.1.2 Managed LAN Physical Management.

Switch Size	MRC		
	Small	Medium	Large
	\$60	\$80	\$140

9.8.3.1.3 Managed LAN Full Management.

Switch Size	MRC		
	Small	Medium	Large
	\$70	\$90	\$165

9.8.3.1.4 Standard and Nonstandard Switches. The "Standard" LAN switches for data applications are listed below and apply to the Monitor and Notify, Physical Management and Full Management

price tables above. Network device models not identified here are "nonstandard CPE." Verizon Business may limit or restrict the Managed Services that it provides for nonstandard CPE.

9.8.3.1.4.1 **Small Switches.** CISCO SWITCHES: Series 2XXX

9.8.3.1.4.2 **Medium Switches.** CISCO SWITCHES: Series 3XXX and 4XXX

9.8.3.1.4.3 **Large Switches.** CISCO SWITCHES: Series 6XXX

9.8.3.2. **Non-Recurring Charge.** Customer will pay the following non-recurring charge per switch, as applicable for services that it orders and receives under this Agreement.

9.8.3.2.1 **Managed or Take-Over Implementation Charges.** If Customer elects managed implementation or managed take-over, Customer shall pay a non-recurring charge per switch as set forth below:

Charge Type	NRC per switch
Managed Implementation	\$339.50 /Device
Managed Takeover	\$339.50 /Device
Monitor Only Implementation	\$339.50 /Device

9.8.3.3 **Additional Charges.** For the special services listed below for Managed LAN Service that Customer orders and receives under this Agreement, Customer will pay the corresponding charges in addition to the basic rates stated above. No discounts apply to the following charges:

9.8.3.3.1 **Expedite, Rescheduling and After Hours Charges.**

Charge Type	Charge
<b>Expedite Charge</b> - if Customer requests in writing to activate LAN Switches within 15 days or less.	\$1,100
<b>Rescheduling Charge</b> - if Customer reschedules a LAN Switch activation within 48 hours of the originally scheduled date.	\$300
<b>After Hours Charge</b> - if Customer requests work after normal business hours.	\$600

9.8.3.3.2 **Non-Recurring Charges per Device.** Customer can order specific Optional Change Management activities through the Verizon Business Customer Portal. The Verizon Business Customer Portal provides detailed information for each pricing level of OCM. The following additional one-time managed LAN change management charges will apply to any such activities that it orders and receives under this Agreement. For services provided by Verizon Business to Verizon for delivery to the Commonwealth of Pennsylvania, the following charges will not apply.

Activity	Monitor and Notify	Physical Management	Full Management
IP Address/Subnet Mask – Add / Modify / Delete	NA <sup>2</sup>	NA	\$56
Hostname change	NA	NA	\$56
VLAN – Add / Delete	NA	NA	\$56
Trunking Configuration – Add / Delete	NA	NA	\$56
LAN DHCP IP Helper Add / Modify / Delete	NA	NA	\$56

Activity	Monitor and Notify	Physical Management	Full Management
Spanning Tree – Add / Delete	NA	NA	\$56
Storm Control – Add / Delete	NA	NA	\$56
Ether Channel – Add / Delete	NA	NA	\$56
UDLD Configuration – Add / Delete	NA	NA	\$56
Multicast Configuration – Add / Delete	NA	NA	\$56
VTP Configuration – Add / Modify / Delete	NA	NA	\$56
Hardware Module Upgrade <sup>1</sup>	NA	NA	\$350
Device (switch, etc.) Operating System Change <sup>1</sup>	NA	NA	\$350
Demand Dispatches – Outside Scope of Normal Work	NA	NA	\$270
Memory Upgrade	NA	NA	\$350
Intra-building Switch Move <sup>1</sup>	\$350	\$350	\$350
LAN (switch, etc.) inter-building or across town move <sup>1</sup>	\$600	\$600	\$600
Hardware Upgrade <sup>1</sup>	\$350	\$350	\$350
LAN Equipment Replace/Swap <sup>1</sup>	\$389	\$389	\$389

<sup>1</sup> Applies only with Verizon Business Data Maintenance – Network.

<sup>2</sup> NA = Not Available

10. **Special Pricing.** The following special pricing will apply to the Managed WAN Service and Managed LAN Service, notwithstanding anything in this Service Attachment to the contrary, but only for services provided to Verizon for servicing the Commonwealth of Pennsylvania. The pricing includes Network Manager functions and 56Kbps PIP surveillance services described in the Service Attachment at Section 4.

Managed WAN – (Monitor & Notify Management)

Routers/Size	WRC/Device
Small (Cisco Series 1XXX and 2XXX)	\$45.00
Medium (Cisco Series 3xxxx and 4xxxx)	\$50.00
Large (Cisco Series 5XXX and 7XXX)	\$67.00

Managed WAN – (Physical Management)

Routers/Size	WRC/Device
Small (Cisco Series 1XXX and 2XXX)	\$72.00
Medium (Cisco Series 3xxxx and 4xxxx)	\$91.00
Large (Cisco Series 5XXX and 7XXX)	\$147.00

Managed WAN – (Full Management/Premium)

Routers/Size	WRC/Device
Small (Cisco Series 1XXX and 2XXX)	\$110.00
Medium (Cisco Series 3xxxx and 4xxxx)	\$130.00
Large (Cisco Series 5XXX and 7XXX)	\$186.00



Managed LAN- Monitor & Notify Only

Switch Size	MRC/Device
Small (Cisco Series 1XXX and 2XXX)	\$40.00
Medium (Cisco Series 3xxx and 4xxx)	\$40.00
Large (Cisco Series 5XXX and 7XXX)	\$40.00

Managed LAN – Physical Management

Switch Size	MRC/Device
Small (Cisco Series 1XXX and 2XXX)	\$43.00
Medium (Cisco Series 3xxx and 4xxx)	\$53.00
Large (Cisco Series 5XXX and 7XXX)	\$75.00

Managed LAN – Premium (Full Management)

Switch Size	MRC/Device
Small (Cisco Series 1XXX and 2XXX)	47.00
Medium (Cisco Series 3xxx and 4xxx)	\$57.00
Large (Cisco Series 5XXX and 7XXX)	\$80.00

Reporting	MRC/Device
ETM Reporting	\$35.00

Verizon Services Corp. (on behalf of the Verizon telephone operating companies set forth in Exhibit A).

Verizon Business Network Services, Inc. (on behalf of Verizon Business)

By: Brent Hampton

By: Suleiman Hessami

Name: Brent Hampton

Name: Suleiman Hessami

Title: Director – Wholesale Contract Management & Complex Bids

Title: Vice President, Pricing & Contract Mgmt.

Date: 6-10-08

Date: 6/17/08

