



Verizon Northwest Inc.

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

October 12, 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. 413
Ref UT-021214

2009 OCT 12 AM 11:58
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STATE OF WASH.
UTIL. AND TRANS.
COMMISSION

To whom it may concern:

Enclosed for the Commission's file is a verified copy of Amendment 22 to an Agreement for Purchases of Services between Verizon Corporate Services Group, Inc., on behalf of Verizon companies, including Verizon Northwest Inc., and Verizon Wireless. The amendment extends the term of the Agreement by one year, revises the Exhibit A Monthly Access Fee Discount Schedule (increasing the corporate subscriber discount), and adds Enterprise Messaging Plans. The footer notwithstanding, the companies are not seeking confidential treatment of this document.

Please call me at 425-261-5006 if you have any questions.

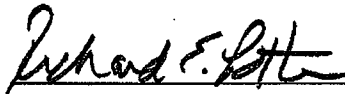
Very truly yours,

Richard E. Potter
Director
Public Affairs, Policy & Communications

Enclosure

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed is a true copy of Amendment 22 to an Agreement for Purchases of Services between Verizon Corporate Services Group, Inc., on behalf of Verizon companies, including Verizon Northwest Inc., and Verizon Wireless.



Date:

10.9.09

Richard E. Potter
Director
Verizon Northwest Inc.

AMENDMENT NO. 22

This Amendment No. 22 (the "Amendment") is made and entered into by and between Verizon Corporate Services Group Inc. ("Customer") and Cellco Partnership, doing business as Verizon Wireless ("Verizon Wireless"), for attachment to that certain Agreement for the Purchase of Services (Contract No. BA 17132), executed on February 3, 1999, as amended (the "Agreement").

1. This Amendment is an integral part of and modifies the Agreement. The terms used herein which are defined or specified in the Agreement shall have the meanings set forth in the Agreement. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control.
2. The Term of the Agreement as amended by Amendment 18 is hereby extended one (1) year. The Term will therefore expire on September 22, 2012. Customer still retains its two (2) one-year renewal options exercisable at the end of the Term.
3. Exhibit A, "Monthly Access Fee Schedule," as added in Amendment 18, is hereby deleted in its entirety and replaced with a new Exhibit A, "Monthly Access Fee Schedule," in the form attached hereto.
4. The following Calling Plan is hereby added as follows:
 - Enterprise Messaging Plans
5. This Amendment shall be effective when executed by both Parties.
6. All provisions of the Agreement, including attachments thereto, not addressed by this Amendment remain in full force and effect.

IN WITNESS WHEREOF, and intending to be bound hereby, the Parties affix their signatures to this Amendment.

**CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS:**

By: David Small

Name: David Small

Title: Area President

Date: 9/25/09

**VERIZON CORPORATE SERVICES GROUP
INC.:**

By: Virginia Ruesterholz

Name: Virginia Ruesterholz

Title: President

Date: 9-22-09

EXHIBIT A

Monthly Access Fee Discount Schedule

Customer's Attainment Tier and the associated access fee discounts apply to Corporate Subscribers on select business calling plans and to Corporate and Employee Subscribers on eligible consumer calling plans with a monthly access fee of \$34.99 or higher. Customer's initial Attainment Tier is indicated in bold below.

Corporate Subscriber Access Fee Discount	<input type="checkbox"/> 17%	<input type="checkbox"/> 19%	<input type="checkbox"/> 21%	x 25%
Employee Subscriber Access Fee Discount	<input type="checkbox"/> 15%	<input type="checkbox"/> 17%	<input type="checkbox"/> 19%	x 20%
Subscriber Line Tiers	1,000 - 4,999	5,000 - 9,999	10,000 - 14,999	150,000 +

Enterprise Messaging Plans

Enterprise Messaging Plans are eligible for monthly access fee discounts

	Enterprise Messaging Monthly Access (standard text messaging rates apply for Recipient)	Per Message After Allowance
0	\$200.00	\$0.02
50,000	\$850.00	
100,000	\$1,500.00	
250,000	\$3,000.00	
500,000	\$5,000.00	

1. ENTERPRISE MESSAGING: Verizon Wireless Enterprise Messaging service allows enterprise business accounts to send aggregate text messages to other Verizon Wireless subscribers while reducing potential delays related to Verizon Wireless' safeguard measures that are designed to protect our network and our customers from such unsolicited (spam) or objectionable text messaging as content filtering, aggregate message volume limits and speed of service limitations on publicly accessible Internet messaging gateways.

2. REQUIREMENTS AND RESTRICTIONS: Enterprise Messaging is available to Customers that have a valid National or Major Account Agreement with at least one hundred (100) active Corporate Subscribers. Enterprise Messaging is available for a monthly access fee for which Verizon Wireless will provision a Pilot Mobile Phone (described below) and provide access to the Enterprise Messaging Access Gateway (EMAG) online portal to set-up the service.

Enterprise Messaging can only be used to send messages to Verizon Wireless subscribers. Customer agrees that it will send messages only to its Corporate Subscribers or subscribers that have opted in to receive its messages by: a) establishing an opt-in process that effectively captures each subscriber's consent to receive Customer's messages, informs subscribers of the nature and scope of Customer's messaging campaigns and any financial obligations ("Standard Messaging Charges Apply") associated with the messaging; b) maintaining opt-in records for a minimum of 6 months from the date of a subscriber's opt-in consent; and c) immediately complying with subscriber out-out requests such as STOP, END, CANCEL, UNSUBSCRIBE or QUIT in compliance with Mobile Marketing Association (MMA) guidelines (www.mmaglobal.com). Customer can use compatible, properly configured SNPP, WCTP and SMTP messaging protocols, for which it is solely responsible for maintaining facilities to monitor its messaging operations, or the EMAG portal, to send up to fifteen text messages per second to subscribers. Provision of the EMAG service does not obligate Verizon Wireless to support variations of these protocols, whether those variations are optional within the published protocols or authorized or unauthorized variations to the published protocols.

Customer agrees that: a) its messaging will comply with applicable industry guidelines (e.g. MMA's Best Practices and CTIA's Wireless Content Guidelines) and Verizon Wireless content (www.verizon.com/contentpolicy) standards as they may be updated from time to time; b) it will not send messages containing executable files or links to other content or premium or similar messages that require a subscription or surcharge; c) it will not install, deploy, or use any hardware, firmware, software or other technology or technique to circumvent Verizon Wireless' messaging network operations protections except as granted under this agreement; and d) it will not send any objectionable material via Enterprise Messaging or advertise, promote, distributed or use objectionable material in connection with Enterprise Messaging. (for purposes of this agreement, objectionable material includes, but is not limited to material that: (i) is prohibited by any applicable law, rule or regulation, (ii) contains anything that is obscene or indecent or anything with strong sexual, explicit or erotic themes or that links to such content, (iii) contains hate speech; (iv) contains excessive violence, (v) contains extreme profanity, (vi) contains misleading or fraudulent claims, or (vii) promotes or glamorizes alcohol abuse, illegal drug use or use of tobacco products). Consistent with prevailing standards in other content distribution mediums, content in this category that does not satisfy the above may be distributed if included in the context of artistic, educational, medical, news, scientific or sports material. Customer agrees that its use of Enterprise Messaging will comply with any applicable local, state, national and international laws and regulations.

3. LIMITATIONS: Wireless phones use radio transmissions which by their nature do not permit the delivery of text messages when the wireless phone is not in range of one of our transmission sites or a transmission site of another company that has agreed to carry our customer's calls, or if there is insufficient network capacity available to handle the message at that moment. Even within a coverage area, there are many factors that might interfere with the delivery of text messages, including the subscriber's equipment, terrain, proximity to buildings, foliage, and weather. Verizon Wireless also does not own or control all of the various facilities and communications lines between Customer's site and Verizon Wireless Enterprise Messaging access point. Due to these natural and technological limitations and the limitation in the number of messages that can be sent (up to fifteen per second), ENTERPRISE MESSAGING SHOULD NOT BE USED AS THE SOLE MEANS TO SEND MESSAGES THAT CONTAIN INFORMATION THAT IS ESSENTIAL TO THE PROTECTION OF LIFE OR PROPERTY, OR IS MISSION ESSENTIAL OR CRITICAL IN OTHER WAYS.

4. CUSTOMER'S ENTERPRISE MESSAGING CONTACT: Customer agrees to provide contact information including a phone number and email address to Verizon Wireless of an Enterprise Messaging contact or contacts, who shall be available during business hours and any other time period that Customer utilized Enterprise Messaging to assist in resolving service matters and trouble shooting. Customer must provide written notice of changes to contact information fourteen days prior.

5. PILOT MOBILE PHONE: Verizon Wireless shall provide Customer with one pilot mobile phone at no charge to accommodate billing of the Enterprise Messaging service and to manage Customer's password setup and resets. Customer should safeguard the pilot mobile phone in case password resets are needed as Verizon Wireless must rely on regular mail delivery of password resets if the phone is not available (password resets cannot be given over the phone or sent via email). This pilot mobile phone will not be capable of making any voice calls. Customer shall promptly notify Verizon Wireless if the phone is lost, damaged or stolen and Verizon Wireless reserves the right to charge Customer for replacement phones.

6. IP ADDRESSES: Enterprise Messaging will be available for up to fifteen public static IP addresses for each messaging protocol the Customer uses. Customer's Authorized Enterprise Messaging Contact, shall provide the IP addresses and updates to the addresses in writing on a form provided to Customer by Verizon Wireless. Dynamic IP addresses and IP address ranges are not permitted.

7. TERMINATION OF SERVICE: VERIZON WIRELESS CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR CANCEL CUSTOMER'S ACCESS TO OR USE OF THE ENTERPRISE MESSAGING SERVICE OR EMAG IF CUSTOMER VIOLATES THE RESTRICTIONS OF THIS AGREEMENT OR FOR GOOD CAUSE which shall include, but is not be limited to: (a) breaching this Agreement or the National or Major Account Agreement; (b) spamming or other abusive messaging; (c) using Enterprise Messaging in a way that adversely affects our network, our customers, or other customers; (d) allowing anyone to tamper with messaging applications in a manner contrary to this Agreement; (e) any governmental body of competent jurisdiction suspends or terminates your service or institutes a requirement, ruling or regulation that conflicts with this Agreement; or (f) operational or other governmental reasons.

8. DISCLAIMER AND LIMITATION OF LIABILITY: CUSTOMER AGREES THAT ENTERPRISE MESSAGING AND EMAG IS PROVIDED ON AN "AS IS" BASIS AND CUSTOMER'S USE OF ENTERPRISE MESSAGING AND EMAG IS ITS SOLE RESPONSIBILITY. VERIZON WIRELESS (AND ITS OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS VENDORS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES FOR ENTERPRISE MESSAGING, EMAG OR TEXT MESSAGE DELIVERY, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, NONINTERFERENCE, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. VERIZON WIRELESS DOES NOT WARRANT THAT ENTERPRISE MESSAGING OR EMAG WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY FAILURE TO PROVIDE ENTERPRISE MESSAGING AND MAKES NO GUARANTEES THAT ANY TEXT MESSAGE WILL BE DELIVERED. NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, AGENTS OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

9. INDEMNIFICATION: Customer shall defend, indemnify, and save harmless Verizon Wireless and its successors, assigns, employees, and agents, and their heirs, and legal representatives from any and all claims or demands, arising from Customer's breach of these Enterprise Messaging terms.

10 NO RESELLING: Customer cannot resell Enterprise Messaging services or allow third parties to use Enterprise Messaging or access EMAG without prior written permission from Verizon Wireless.

11. SUBJECT TO CUSTOMER'S NATIONAL OR MAJOR ACCOUNT AGREEMENT: These terms supplement Customer's National or Major Account Agreement as it relates to Enterprise Messaging and EMAG. The terms dealing with Term, Equipment Modifications, Customer Billing and Payment, Taxes, Surcharges and Exemptions, Bankruptcy/Insolvency, Dispute Resolution, Confidential Information, Assignment, Force Majeure, Legal Notices and Governing Law, Venue and Jurisdiction from the National or Major Account Agreement are specifically incorporated herein. If there are any inconsistencies between these terms and Customer's National or Major Account Agreement these terms shall control with respect to Enterprise Messaging.