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STATE OF WASH.
UTIL. AND TRANSF.
COMMISSION

Amendment 13
UT-061254-AF
Om 10-30-08
No Action
verizon

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

September 8, 2008

Washington Utilities and
Transportation Commission
P.O. Box 47250
1300 S. Evergreen Park Drive SW
Olympia, Washington 98504-7250

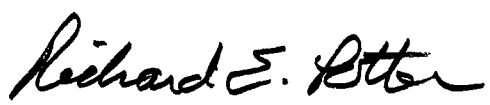
**Subject: AFFILIATED INTEREST AGREEMENT – ADVICE NO. 368
Ref. Docket UT-061254**

To whom it may concern:

Enclosed for the Commission's file is a verified copy of Amendment 13 and Service Schedule 013 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 is a true copy of Amendment 13 and Service Schedule 013 to a Master Services Agreement between Verizon telephone operating companies, including Verizon Northwest Inc., and Verizon Business companies.

Richard E. Potter Date: 9.8.08

Richard E. Potter
Director
Verizon Northwest Inc.

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**AMENDMENT NO. 13 TO MASTER SERVICES
AGREEMENT FOR CONTRACT VIEWER SERVICES**

THIS AMENDMENT NO. 13 (“Amendment 13”) 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 to the Agreement (individually or collectively, “Verizon”), and Verizon Business Network Services Inc., on behalf of certain of its affiliated entities set forth in Exhibit A to the Agreement (individually or collectively “Verizon Business”). Verizon and Verizon Business are sometimes referred to 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 access to a Verizon Business contact database system call Contract Viewer (collectively “Contract Viewer 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 013, attached to this Amendment 13, entitled “Service Schedule for Contract Viewer Services” (“Service Schedule 013”), 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 13 and Service Schedule 013 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 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 to the Agreement)

Verizon Business Network Services, Inc.

By: Brent Hampton

By: 

Name: Brent Hampton

Name: Suleiman Hessami

Title: Director - Wholesale Contract Management & Complex Bids

Title: Vice President, Pricing & Contract Management

Date: 9-2-08

Date: 9/4/08

SERVICE SCHEDULE FOR CONTRACT VIEWER SERVICES

1. Verizon Business maintains on-line accounts for its customers on the Verizon Enterprise Customer ("VEC") portal. The on-line accounts include Customer Proprietary Network Information ("CPNI") of Verizon Business customers.
2. Verizon Business maintains documentation showing authorizations by its customers of persons to access CPNI contained in on-line VEC accounts of Verizon Business customers. Such documentation is contained in a Verizon Business system known as Contract Viewer.
3. Contract Viewer also contains documentation, signed on behalf of Verizon and its customers and sometimes referred to as applications for service, that memorializes agreements by customers to purchase regulated telecommunications services provided by Verizon telephone operating companies and sold by Verizon Business Network Services Inc. to such customers on behalf of Verizon telephone operating companies.
4. Verizon receives requests from persons for access to Verizon Business customer CPNI in on-line VEC accounts. Verizon desires access to Contract Viewer to determine if access to Verizon Business customer CPNI in on-line VEC accounts has been authorized by Verizon Business customers and should be permitted by Verizon.
5. Verizon receives orders from persons for regulated telecommunications services provided by Verizon telephone operating companies. Verizon desires access to Contract Viewer to determine if such persons have agreed to purchase such services under an application for service or similar documentation before processing such orders.
6. Verizon Business will afford personnel employed by Verizon telephone operating companies set forth in Exhibit A to the Agreement access to Contract Viewer solely for the following purposes:
 - a. reviewing CPNI authorization documentation to determine whether one or more persons requesting access to the CPNI of one or more Verizon Business customers in VEC on-line accounts are in fact authorized for such access; and/or
 - b. reviewing applications for service or similar documentation to determine whether one or more persons ordering regulated telecommunications services from Verizon telephone operating companies have agreed to purchase such services under an application for service or similar documentation.
7. Verizon Business may limit or terminate access to Contract Viewer at any time and for any reason, including, without restriction, violation of this Agreement by Verizon or its

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personnel, to comply with applicable laws, rules, regulations, or orders, or to comply with Verizon Business customer requirements.

8. Verizon will bear and pay its own transmission service costs and license fees associated with access to or use of Contract Viewer, if any.
9. Verizon Business will not charge Verizon local telephone company personnel for access to Contract Viewer as permitted by 47 C.F.R. § 32.27(c)(2).

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 Management

Date: 9-2-08

Date: 9/4/08