



Verizon Northwest Inc.

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January 11, 2010

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. 417  
Ref UT-070371

2010 JAN 13 AM 8:13  
STATE OF WASH  
UTIL. AND TRANSP.  
COMMISSION

To whom it may concern:

Enclosed for the Commission's file is a verified copy of Attachment 17 to a Master Services Agreement between Verizon Services Corp., on behalf of Verizon companies including Verizon Northwest Inc., and Verizon Wireless. This attachment offers Optical Wave Service to the customer. 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 Attachment 17 to a Master Services Agreement between Verizon Services Corp., on behalf of Verizon companies including Verizon Northwest Inc., and Verizon Wireless.

 Date: 1/11/10

Richard E. Potter  
Director  
Verizon Northwest Inc.

**Attachment 17 – Description of Pricing and Services for  
Optical Wave Service**

This Attachment 17 (Description of Pricing and Services for Optical Wave Service) (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, Product Guide, or in the Agreement shall have the meanings set forth in Verizon’s Tariffs FCC Nos. 1 and 11 (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:** Verizon’s Optical Wave Service (the **Service**, or **OWS**) provides for the transport of managed optical point-to-point circuits across Verizon’s shared wavelength network. The Service provides a dedicated path for each point-to-point circuit and can be used to connect a Customer designated Premises to another Customer designated Premises, a Customer designated Premises to a Customer Point of Presence (POP) location, or to interconnect POP locations. A full description of the Service is set forth in the Product Guide (defined below).
- 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 “OWS Product Guide” (**Product Guide - OWSPG v1 012209**) 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, as applicable, 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 Amendment to Product Guide:

The following provision is hereby inserted in Section IV H.3.b. of the Product Guide in lieu of subsection 6 thereof, agreed to by and between Verizon and Customer as of the Product Schedule Effective Date:

6. For any period of scheduled maintenance or scheduled downtime where Customer has received prior notification from Verizon; provided, however, that in the event the maintenance or downtime associated with Service rearrangement, Moves, or implementation of an order for a change of service results in an interruption period longer than the period of scheduled maintenance or scheduled downtime, a Credit Allowance will apply for the interruption period in excess of the scheduled maintenance or downtime; or

2. Terms and Conditions

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 in accordance with 25 (Notices) of the Agreement, the contract number assigned to this Product Schedule is FBI100035.

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.

**Optical Wavelength Service**

Available Interface Protocols		
Wavelength Bandwidth	Interface Protocol Description	Class of Service
2.5Gbps	OC48 w/Transparency	XOWAX, XOWAR, XOWAH, XOWA8
10Gbps	OC192 w/Transparency	XOWBX, XOWBR, XOWBH, XOWB8
	10G WAN-PHY	XOWCX, XOWCR, XOWCH, XOWC8
	10G LAN-PHY	XOWDX, XOWDR, XOWDH, XOWD8

suffixes: X=Carrier, H=end-user/intraLATA (North only), R=end-user/interLATA (North only), 8=corridor

VZW#710-610372004

**Optical Wave Service Channel Termination - Monthly Recurring Charges (MRC)**

USOC Description	USOC	Wavelength Bandwidth	MRC per Channel Termination			
			2 Year Term	3 Year Term	5 Year Term	7 Year Term
Basic Unprotected	TNTQX	2.5 Gbps	\$3,311.00	\$2,956.00	\$2,548.00	\$2,338.00
		10 Gbps	\$5,247.00	\$4,685.00	\$4,146.00	\$3,804.00
Premium Protected	TNTRX	2.5 Gbps	\$4,622.00	\$4,127.00	\$3,558.00	\$3,264.00
		10 Gbps	\$7,525.00	\$6,719.00	\$5,946.00	\$5,455.00
Premium Protected with Fiber Path Diversity	TNTSX	2.5 Gbps	\$4,817.00	\$4,301.00	\$3,708.00	\$3,402.00
		10 Gbps	\$7,838.00	\$6,998.00	\$6,193.00	\$5,682.00

**Optical Wave Service IOF Mileage - East Operating Territories Only**

Service Configuration	Wavelength Bandwidth	USOC	Charge Type	MRC (Fixed and Per Mile)			
				2 Year Term	3 Year Term	5 Year Term	7 Year Term
Basic Unprotected	2.5Gbps	1HO4S	Fixed*	\$2,195.00	\$1,960.00	\$1,690.00	\$1,550.00
			Per Mile	\$109.00	\$97.00	\$84.00	\$77.00
	10Gbps	1HO4S	Fixed*	\$3,108.00	\$2,775.00	\$2,456.00	\$2,253.00
			Per Mile	\$133.00	\$119.00	\$105.00	\$96.00
Premium Protected	2.5Gbps	1HO5S	Fixed*	\$2,482.00	\$2,216.00	\$1,910.00	\$1,752.00
			Per Mile	\$185.00	\$165.00	\$142.00	\$130.00
	10Gbps	1HO5S	Fixed*	\$4,077.00	\$3,640.00	\$3,221.00	\$2,955.00
			Per Mile	\$233.00	\$208.00	\$184.00	\$169.00

\* In the East, Fixed Mileage MRC covers both ends of IOF

**Optical Wave Service IOF Mileage - West Operating Territories Only**

Service Configuration	Wavelength Bandwidth	USOC	Charge Type	MRC (Fixed and Per Mile)			
				2 Year Term	3 Year Term	5 Year Term	7 Year Term
Basic Unprotected	2.5Gbps	1OXEX	Fixed*	\$1,112.00	\$993.00	\$856.00	\$785.00
		1HO4S	Per Mile	\$109.00	\$97.00	\$84.00	\$77.00
	10Gbps	1OXEX	Fixed*	\$1,567.00	\$1,399.00	\$1,238.00	\$1,136.00
		1HO4S	Per Mile	\$133.00	\$119.00	\$105.00	\$96.00
Premium Protected	2.5Gbps	1OXFX	Fixed*	\$1,256.00	\$1,121.00	\$966.00	\$886.00
		1HO5S	Per Mile	\$185.00	\$165.00	\$142.00	\$130.00
	10Gbps	1OXFX	Fixed*	\$2,052.00	\$1,832.00	\$1,621.00	\$1,487.00
		1HO5S	Per Mile	\$233.00	\$208.00	\$184.00	\$169.00

\* In the West, a Fixed Mileage MRC is assessed at each end of IOF mileage

Miscellaneous Billing elements						
Wavelength Bandwidth	USOC Description	USOC	Monthly Recurring Charges			
			2 Year	3 Year	5 Year	7 Year

VZW# 710-61037-7009

			Term	Term	Term	Term
2.5Gbps	1+1 Card Protection**	OD71X	\$0.00	\$0.00	\$0.00	\$0.00
10Gbps	1+1 Card Protection**	OD71X	\$0.00	\$0.00	\$0.00	\$0.00

\*\*1+1 Card Protection will show on bill for all Premium Protect circuits.

Cancellation Charges (East and West Territories)					
Service Configuration	Time from receipt of written or electronic notification to begin installation				
	Within 15 Days	Day 16 to Day 45	Day 46 to Day 60	Day 61 to Day 90	After 90 Days
Basic Unprotected	\$0.00	\$30,000.00	\$40,000.00	\$50,000.00	\$60,000.00
Premium Protected	\$0.00	\$50,000.00	\$60,000.00	\$70,000.00	\$80,000.00

3.12 Service Date Change Charge

	Special/Switched Access	Nonrecurring
	<u>USOC</u>	<u>Charge</u>
Per Order	OMC	\$150.00

VZW#710 - 61037-7009

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.

**Cellco Partnership d/b/a Verizon Wireless**

By: Nicora Parker  
Name: [Signature]  
Title: VP - Network  
Date: 12/21/09

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

By: Ann Lassen  
Name: Ann Lassen  
Title: Mgr - Contract Mgmt  
Date: 12-29-09

**Verizon Operating Telephone Companies**

**East Operating Territories**

- Verizon New York Inc.
- Verizon Delaware LLC
- Verizon Washington, DC Inc.
- Verizon Maryland Inc.
- Verizon New England Inc.
- Verizon New Jersey Inc.
- Verizon Pennsylvania Inc.
- Verizon Virginia Inc.
- Verizon West Virginia Inc.

**West Operating Territories**

- Verizon California Inc.
- Verizon West Coast, Inc.
- Verizon Florida LLC
- Verizon Northwest Inc.
- Verizon North Inc.
- Verizon South Inc.
- Contel of the South Inc., d/b/a Verizon North Systems
- GTE Southwest Incorporated d/b/a Verizon Southwest