

Amendment 15  
Om 12-23-08  
No Action  
✓  
**verizon**

Verizon Northwest Inc.

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

November 10, 2008

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

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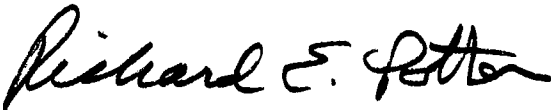
Subject: AFFILIATED INTEREST AGREEMENT – ADVICE NO. 374  
Ref. Docket UT-061254

To whom it may concern:

Enclosed for the Commission's file are verified copies of Amendment 15 and Service Schedule 014 to a master service agreement between Verizon companies, including Verizon Northwest Inc., and Verizon Business companies. The footer notwithstanding, the companies are not requesting confidential treatment of the service schedule.

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 15 and Service Schedule 014 to a master service agreement between Verizon companies, including Verizon Northwest Inc., and Verizon Business companies.

 Date: 11/10/08

Richard E. Potter  
Director  
Verizon Northwest Inc.

**AMENDMENT NO. 15 TO MASTER SERVICES  
AGREEMENT FOR INSITE SERVICES**

THIS AMENDMENT NO. 15 ("**Amendment 15**") 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 its applicable 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 access to information in that certain system called Insite, or a separate appearance thereof, that is owned and operated by MCI Communications Services, Inc., d/b/a Verizon Business Services (collectively "**Insite 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 014, attached to this Amendment 15, entitled "Service Schedule for Insite Services" ("**Service Schedule 014**"), 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.

This Amendment 15 and Service Schedule 014 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.

**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: 10-30-08

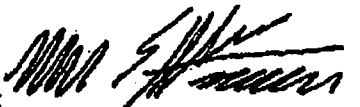
Date: \_\_\_\_\_

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: \_\_\_\_\_

By:  \_\_\_\_\_

Name: Brent Hampton

Name: Suleiman Hessami

Title: Director – Wholesale Contract Management & Complex Bids

Title: Vice President, Pricing & Contract Management

Date: \_\_\_\_\_

Date: 10/29/08 \_\_\_\_\_

**SERVICE SCHEDULE FOR INSITE SERVICES**

1. Verizon Business maintains product and service information, including information for Customer Premises Equipment (“CPE”) and related services, related methods and procedures, related job aids, CPE Bulletins and Alerts, related vendor promotions, and related product and service pricing and contact information. Such reference material is contained in a Verizon Business Services system known as Insite. The foregoing information will be set forth in one or more systems owned and operated by Verizon Business Services (“Insite Extranet”) for purposes of this Service Schedule 014 for access by Verizon via the Internet as further described below.
2. Verizon provides CPE related order and customer service support for small and large business customers and uses information set forth in another system which will be taken out of service. Verizon desires access to the Verizon Business Services Insite Extranet system in lieu of the system that will be taken out of service. Verizon will use the Insite Extranet system information internally for the following purposes in connection with supporting its customers, including, but not limited to, small and large business customers:
  - a. To understand CPE and related service price quoting, customer service, billing and repair processes.
  - b. To obtain information to create or update orders for CPE and related installation and maintenance services.
  - c. To obtain information to perform order reconciliations and facilitate billing.
  - d. To obtain information for provision of customer care services.
  - e. To obtain information to provide installation and maintenance services.
  - f. To obtain information for procurement of CPE and related services.
3. Verizon Business will afford personnel employed by Verizon telephone operating companies set forth in Exhibit A to the Agreement limited access to the Insite Extranet system solely for the purpose of obtaining the CPE related information above and to use such information solely for the purposes set forth above.
4. Verizon Business may limit or terminate access to Insite Extranet at any time and for any reason, including, without restriction, violation of this Agreement by Verizon or its personnel or failure of Verizon to comply with applicable laws, rules, regulations, or orders applicable to this Service Schedule 014.
5. Verizon will access Insite Extranet using Internet access services provided by Verizon. Such Internet access services are not part of this Service Schedule. As of the effective date of this Service Schedule, the parties do not believe Verizon will need to license third

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party software or other intellectual property, other than Web browser software, to access and use Insite Extranet. Verizon will license and furnish its own Web browser software and neither such software nor other third party software or intellectual property is included in this Service Schedule. If other third party software or intellectual property is or becomes necessary for access to and use of Insite Extranet by Verizon, Verizon will license such software or intellectual property from the third parties and pay the license fees associated with such software or intellectual property, if any.

6. Verizon Business will charge Verizon the following compensation for use of and access to Insite Extranet: \$852/month. Such compensation is subject to adjustment to satisfy applicable laws, rules, regulations and orders. Adjusted compensation shall be memorialized in writings signed by the parties and shall apply prospectively after such writings are signed by the parties.

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: \_\_\_\_\_

Name: Brent Hampton

Name: Suleiman Hessami

Title: Director – Wholesale Contract Management & Complex Bids

Title: Vice President, Pricing & Contract Management

Date: 10-30-08

Date: \_\_\_\_\_

**EXECUTION COPY**

and use Insite Extranet. Verizon will license and furnish its own Web browser software and neither such software nor other third party software or intellectual property is included in this Service Schedule. If other third party software or intellectual property is or becomes necessary for access to and use of Insite Extranet by Verizon, Verizon will license such software or intellectual property from the third parties and pay the license fees associated with such software or intellectual property, if any.

6. Verizon Business will charge Verizon the following compensation for use of and access to Insite Extranet: \$852/month. Such compensation is subject to adjustment to satisfy applicable laws, rules, regulations and orders. Adjusted compensation shall be memorialized in writings signed by the parties and shall apply prospectively after such writings are signed by the parties.

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: \_\_\_\_\_

By:  \_\_\_\_\_

Name: Brent Hampton

Name: Suleiman Hessami

Title: Director – Wholesale Contract Management & Complex Bids

Title: Vice President, Pricing & Contract Management

Date: \_\_\_\_\_

Date: 10/29/08 \_\_\_\_\_