

Amendment 14  
OM 1-15-09  
verizon No Action

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

December 2, 2008

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

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COMMISSION

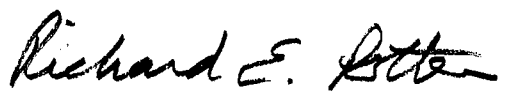
Subject: AFFILIATED INTEREST AGREEMENT – ADVICE NO. 377  
Ref. Docket UT-061254

To whom it may concern:

Enclosed for the Commission's file is a verified copy of Amendment 14 to a master services agreement between Verizon companies, including and Verizon Northwest Inc., and Verizon Business companies.

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 14 to a master services agreement between Verizon companies, including and Verizon Northwest Inc., and Verizon Business companies.

Richard E. Potter Date: 12/2/08

Richard E. Potter  
Director  
Verizon Northwest Inc.

**EXECUTION COPY**

**AMENDMENT NO. 14 TO MASTER SERVICES  
AGREEMENT FOR CONTRACT VIEWER SERVICES**

**THIS AMENDMENT NO. 14 (“Amendment 14”)** 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 amended the Agreement to add Managed Wide Area Network and Managed Local Area Network services by Amendment 12 and Service Schedule 012; and

**WHEREAS**, the Parties desire to amend Service Schedule 012 as set forth in this Amendment 14;

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

1. The last sentence in Section 10 of Service Schedule 012, Special Pricing, before the pricing tables, is hereby deleted and the following is substituted therefor:

“The following pricing includes Network Manager functions and dedicated MPLS services described in this Service Schedule 012 at Section 4.7.1 that are of a type and bandwidth necessary, in Verizon Business’ reasonable judgment, to manage third party transport circuits and that are covered, in Verizon Business’ reasonable judgment, by the rates and charges set forth in Section 10 consistent with rules and regulations of the Federal Communications Commission at 47 C. F. R. § 32.27. If section 32.27 becomes inoperative under applicable law, then Verizon Business shall exercise its reasonable judgment consistent with applicable federal and state affiliate transaction laws.”

2. All references in Service Schedule 012 to “Service Attachment” shall mean “Service Schedule.”
3. Except as amended hereby, all other rates, terms and conditions of the Agreement shall remain in full force and effect.
4. This Amendment 14 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.

**EXECUTION COPY**

**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: 9-10-08

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

**EXECUTION COPY**

**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: 9/10/08