

UT-061091-AF  
OM-7-31-08  
**verizon** No Action

**Verizon Northwest Inc.**

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

June 25, 2008

Ms. Carole J. Washburn,  
Executive Secretary  
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. 360**  
**Ref. Docket UT-061091**

2008 JUL 30 AM 8:35  
COMMUNICATIONS SECTION

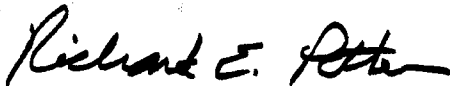
Dear Ms. Washburn:

Enclosed for the Commission's file are verified copies of First Amendment to Attachment 16 and Amended and Restated Attachment 19 a Master Services Agreement between Verizon telephone operating companies, including Verizon Northwest Inc., and Verizon Business Network Services, Inc.

The footers notwithstanding, the companies are not requesting confidential treatment of these documents.

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 First Amendment to Attachment 16 and Amended and Restated Attachment 19 a Master Services Agreement between Verizon telephone operating companies, including Verizon Northwest Inc., and Verizon Business Network Services, Inc.

Richard E. Potter Date: 6.25.08

Richard E. Potter  
Director  
Verizon Northwest Inc.

2008 JUN 30 AM 8:38  
PROVIDER

**FIRST AMENDMENT TO  
ATTACHMENT 16  
TO THE  
VERIZON PARTNER SOLUTIONS  
MASTER SERVICES AGREEMENT**

This First Amendment ("**Amendment No. 1**") to Attachment 16 (Description of Services and Pricing for Transparent LAN Service (TLS), which Attachment has a Product Schedule Effective Date of June 20, 2007 ("**MSA Attachment 16**"), to that certain Verizon Partner Solutions Master Services Agreement ("**MSA**"), dated as of March 8, 2007, by and among Verizon Business Network Services, Inc. ("**VBNS**"), on behalf of Verizon Global Networks Inc. and the former MCI Affiliates identified on Attachment 1.1 to the MSA, Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance ("**VLD**"), NYNEX Long Distance Company d/b/a Verizon Enterprise Solutions ("**VES**"), and Verizon Select Services Inc. ("**VSSI**"), (VBNS, VLD, VES, and VSSI are hereinafter referred to collectively as "**Customer**") and Verizon Services Corp. on behalf of the Verizon operating telephone companies set forth on the signature page to this Amendment No. 1 (individually and collectively, "**Verizon**"), is entered into effective as of May 1, 2008 ("**Amendment No. 1 Effective Date**"), by and between Customer and Verizon. In the event of any conflict between the terms of the MSA or any applicable Attachment thereto and the terms of this Amendment No. 1, the terms of this Amendment No. 1 shall control. Capitalized terms not defined herein shall have the meanings as set forth in the MSA, the Product Guide, and MSA Attachment 16.

In consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Special Pricing for Certain TLS Rate Elements.** As of the Amendment No. 1 Effective Date, and for such periods as specified herein, Customer may receive discounted pricing for the TLS rate elements as set forth in Appendix 1 hereto ("**Special Pricing**") for Qualifying Services (as defined in Section 6 below) provided that Customer satisfies all the conditions set forth in Sections 2 and 3 below. With the exception of the Special Pricing for the specific rate elements set forth in Appendix 1 (which applies only if and to the extent set forth in this Amendment No. 1), all other rates and charges for TLS (including, but not limited to, mileage charges, non-recurring charges, order cancellation charges, and all other charges for which a rate element is not specified in Appendix 1) are as set forth in MSA Attachment 16 or, as applicable, any successor agreement.
2. **Eligibility Requirements.** Customer must satisfy all of the following eligibility requirements in order to receive Special Pricing for Qualifying Services in accordance with the terms of this Amendment No. 1:
  - 2.1 Customer, as of the Amendment No. 1 Effective Date, must purchase from Verizon at least twenty-two (22) NNI Ports (as defined in Section 6 below), and such NNI Ports must be dispersed among at least twenty (20) LATAs (i.e., at least twenty (20) LATAs must contain at least one of the twenty-two (22) NNI Ports). If Customer does not satisfy the foregoing requirements as of the Amendment No. 1 Effective Date, then Customer will not be entitled to Special Pricing at any time under this Amendment No. 1.
  - 2.2 Throughout the Term, Customer must purchase at least twenty-two (22) NNI Ports.
  - 2.3 Customer, as of the Amendment No. 1 Effective Date, must purchase at least one hundred twenty (120) in-service Premier UNI Circuits (as defined in Section 6 below). If Customer does not

satisfy the foregoing requirement as of the Amendment No. 1 Effective Date, then Customer will not be entitled to Special Pricing at any time under this Amendment No. 1.

2.4 Throughout the Term, Customer's purchase of Premier UNI Circuits must meet or exceed the Minimum Premier UNI Circuit Commitment Quantity (as defined in Section 6 below).

### 3. Annual Review and Related Provisions.

3.1 NNI Ports. No later than thirty (30) days after each anniversary of the Amendment No. 1 Effective Date (beginning with the first anniversary and including each of the four anniversaries thereafter), Verizon will review the in-service quantities of NNI Ports purchased by Customer as of the last day of each of the three (3) months immediately preceding the applicable anniversary date. If such quantities, for at least one (1) of those three (3) months, do not equal or exceed the Minimum NNI Port Commitment Quantity, then Customer shall pay a shortfall penalty charge calculated as set forth below:

3.1.1 Verizon will review the volumes of in-service NNI Ports that Customer purchased as of the last day of each of the three (3) months immediately preceding the applicable anniversary date, and determine which of those three (3) volumes is the highest (such highest volume, the "Year-End NNI Port Quantity").

3.1.2 Verizon will subtract the Year-End NNI Port Quantity determined in Section 3.1.1 from the Minimum NNI Port Commitment Quantity. The resulting amount is the "NNI Port Shortfall Quantity."

3.1.3 Verizon will determine the average per-port rate applicable to Customer's Year-End NNI Port Quantity as of the last day of the highest-volume month determined in Section 3.1.1.

3.1.4 Verizon will then multiply the NNI Port Shortfall Quantity determined in Section 3.1.2 by the average per-port rate determined in Section 3.1.3. Verizon will then multiply the resulting amount by twelve (12).

**Example:** Assume the Amendment No. 1 Effective Date falls on January 1 of a given year. Also assume that, in the annual review completed after the fifth year of the Term, Verizon determines that Customer's in-service NNI Port quantities purchased as of December 31, November 30, and October 31 of the preceding year were eighteen (18), nineteen (19), and twenty (20), respectively. Assume further that the average per-port rate for the NNI Ports in-service as of October 31 was \$1,000 (one thousand and 00/100 U.S. dollars). [NO NEED TO "ASSUME" THIS - IT'S FIXED] The shortfall penalty for the fifth year of the Term would be calculated as:  $(22 - 20) \times \$1,000 \times 12 =$  shortfall penalty of \$24,000 (twenty-four thousand and 00/100 U.S. dollars).

3.2 Premier UNI Circuits. No later than thirty (30) days after each anniversary of the Amendment No. 1 Effective Date (beginning with the first anniversary and including each of the four anniversaries thereafter), Verizon will review the in-service quantities of Premier UNI Circuits purchased by Customer as of the last day of each of the three (3) months immediately preceding the applicable anniversary date. If such quantities, for at least one (1) of those three (3) months, do not equal or exceed the Minimum Premier UNI Circuit Commitment Quantity, then Customer shall pay a shortfall penalty charge calculated as set forth below:

3.2.1 Verizon will review the volumes of in-service Premier UNI Circuits that Customer purchased as of the last day of each of the three (3) months immediately preceding the applicable anniversary date, and determine which of those three (3) volumes is the highest (such highest volume, the “Year-End Premier UNI Circuit Quantity”).

3.2.2 Verizon will subtract the Year-End Premier UNI Circuit Quantity determined in Section 3.2.1 from the Minimum Premier UNI Circuit Commitment Quantity. The resulting amount is the “Premier UNI Circuit Shortfall Quantity.”

3.2.3 Verizon will determine the total charges incurred during the highest-volume month determined in Section 3.2.1 for Customer’s in-service Priority EVCs, Premier UNI Circuits, and any associated mileage. Verizon will then divide the total amount of such charges by the Year-End Premier UNI Circuit Quantity. The resulting amount will be the “Premier UNI Shortfall Charge Factor.”

3.2.4 Verizon will then multiply the Premier UNI Shortfall Charge Factor determined in Section 3.2.3 by the Premier UNI Circuit Shortfall Quantity determined in Section 3.2.2. Verizon will then multiply the resulting amount by twelve (12).

**Example:** Assume the Amendment No. 1 Effective Date falls on January 1 of a given year. Also assume that, in the annual review completed after the first year of the Term, Verizon determines that Customer’s in-service Premier UNI Circuit quantities purchased as of December 31, November 30, and October 31 of the preceding year were one hundred five (105), one hundred ten (110), and one hundred fourteen (114), respectively. Assume further that the charges incurred during that October for Customer’s in-service Priority EVCs, Premier UNI Circuits, and any associated mileage totaled \$228,000 (two hundred twenty eight thousand and 00/100 U.S. dollars). The shortfall penalty for the first year of the Term would be calculated as:  $(120 - 114) \times (\$228,000 \div 114) \times 12 =$  shortfall penalty of \$144,000 (one hundred forty four thousand and 00/100 U.S. dollars).

3.3 Adjustment to Minimum Premier UNI Circuit Commitment Quantity. If, as part of the annual review described in Section 3.2 above, Verizon determines that the Year-End Premier UNI Circuit Quantity exceeded the applicable Minimum Premier UNI Circuit Commitment Quantity, by thirty percent (30%) or more, then Customer’s Minimum Premier UNI Circuit Commitment for the subsequent year will increase by an amount equal to fifty percent (50%) of the quantity by which the Year-End Premier UNI Circuit Quantity exceeded the Minimum Premier UNI Circuit Commitment Quantity, but such increase may not exceed an amount equal to eighty percent (80%) of Year-End Premier UNI Circuit Quantity. For purposes of the foregoing calculation, non-whole numbers will be rounded up to the next whole number.

**Example:** Assume that the Amendment No. 1 Effective Date falls on January 1 of a given year, and that Customer’s Minimum Premier UNI Circuit Commitment Quantity for the third year of the Term is one-hundred eighty (180). Also assume that, in the annual review completed after the third year of the Term, Verizon determines that Customer’s in-service Premier UNI Circuit quantities purchased as of December 31, November 30, and October 31 of that third year were two hundred thirty (230), two hundred forty (240), and two hundred fifty one (251), respectively. The Minimum Premier UNI Circuit Commitment Quantity that applies as of the beginning of the fourth year of the Term will be increased as follows:

$251 - 180 = 71 \div 2 = 36$  (rounded up).

$180 + 36 =$  Minimum Premier UNI Circuit Commitment Quantity is increased to 216.

However,  $251 \times .80 = 201$  (rounded up).

Thus, the new Minimum Premier UNI Circuit Commitment Quantity is capped at 201.

### 3.4 Premier UNI Circuit Buy-Down Option.

3.4.1 After Verizon completes the annual review under Section 3.2 and 3.3 above, Customer, after the first, second, third, and fourth years of the plan, may elect to reduce the Minimum Premier UNI Circuit Commitment Quantity that will apply beginning with the Term year following the Term year that was covered by such annual review. To exercise this option, Customer, within thirty (30) days of the date on which Verizon completes the respective annual review, must: (a) notify Verizon that Customer elects to exercise the option, and (b) pay the applicable amount resulting from the calculation set forth in Section 3.4.2 below (the "**Buy-Down Payment Amount**").

3.4.2. The Buy-Down Payment Amount for Premier UNI Circuits will be calculated as follows:

3.4.2.1. Determine the number of Premier UNI Circuits by which Customer is reducing the Minimum Premier UNI Circuit Commitment Quantity.

3.4.2.2 Determine the total charges incurred during the last month of the preceding Term year for Customer's in-service Priority EVCs, Premier UNI Circuits, and any associated mileage. Divide the total amount of such charges by the number of Customer's in-service Premier UNI Circuits as of the last day of that of that same month. The resulting amount will be the "**Premier UNI Buy-Down Charge Factor.**"

3.4.2.4 Multiply the Premier UNI Buy-Down Factor by the number of Premier UNI Circuits determined in Section 3.4.2.1 above.

3.4.2.5 Determine the amount that is equal to twenty percent (20%) of the amount determined in Section 3.4.2.4 above.

3.4.2.4 Multiply the amount determined in Section 3.4.2.5 above by the number of months remaining in the Term (starting with the first month of the Term year to which the bought-down Minimum Premier UNI Circuit Commitment Quantity will apply).

**Example:** Assume the Amendment No. 1 Effective Date falls on January 1 of a given year, and that Customer has a total of two hundred fifty (250) Premier UNI Circuits in-service as of December 31 of that year. Also assume that, after the annual review for the first year of the Term, Customer wishes to reduce by twenty (20) the Minimum Premier UNI Circuit Commitment Quantity that will apply for the second year of the Term. Assume further that, during the month of December of the first year of the Term, the charges incurred for Customer's in-service Priority EVCs, Premier UNI Circuits, and any associated mileage totaled \$500,000 (five hundred thousand and 00/100 U.S. dollars). The Premier UNI Circuit Buy-Down Payment Amount would be calculated as:  $(\$500,000 / 250) \times$

20 X .20 X 48 months = Premier UNI Circuit Buy-Down Payment Amount of \$384,000 (three hundred eighty four thousand and 00/100 U.S. dollars).

4. **Minimum Commitment Period and Termination Liability.** NNI Ports and Premier UNI Circuits purchased under this Amendment No. 1 (whether for a month-to-month, three-year, or five-year term) are subject to a minimum commitment period of one (1) year (“**Minimum Commitment Period**”). If Customer terminates service for an NNI Port or Premier UNI Circuit prior to the one-year anniversary of the respective Service Date, then Customer must pay termination liability charges calculated as set forth in Section 4.1 below.

4.1 Termination liability shall be calculated as follows:

4.1.1 **NNI Ports.** Multiply the monthly-recurring charge (MRC) applicable to the subject NNI Port by the number of months remaining in the Minimum Commitment Period as of the service termination date.

**Example:** Assume Customer terminates an NNI Port during the twelfth (12<sup>th</sup>) month of the Term, and that the MRC for that NNI Port is \$1,400 (one thousand four hundred and 00/100 U.S. dollars). Termination liability would be calculated as \$1,400 X 1 month = \$1,400 (one thousand four hundred and 00/100 U.S. dollars).

4.1.2 **Premier UNI Circuits.** Multiply (i) the total MRCs applicable as of the month in which service is terminated for the terminated Premier UNI Circuit, any associated mileage, and any associated Priority EVCs terminated as a result of the Premier UNI Circuit termination, by (ii) the number of months remaining in the Minimum Commitment Period as of the service termination date.

**Example:** Assume Customer terminates a Premier UNI Circuit during the twelfth (12<sup>th</sup>) month of the Term, and that the MRCs that apply for that month for the Premier UNI Circuit, associated mileage, and Priority EVC terminated as a result of the Premier UNI Circuit termination total \$2,450 (two thousand four hundred fifty and 00/100 U.S. dollars). Termination liability would be calculated as \$2,450 X 1 month = \$2,450 (two thousand four hundred fifty and 00/100 U.S. dollars).

- 4.2 Customer’s obligation to pay termination liability charges for terminated service(s) under this Section 4 does not alter any Minimum NNI Port Commitment Quantity or Minimum Premier UNI Circuit Commitment Quantity that applies under Section 3 above and does not affect Customer’s obligation to pay any shortfall penalties for failing to satisfy such commitments.

5. Intentionally Left Blank.

6. **DEFINITIONS.** The following terms, as used in this Amendment No. 1, shall have the meanings set forth below:

6.1 “**Minimum NNI Port Commitment Quantity**” means twenty-two (22) NNI Ports.

6.2 “**Minimum Premier UNI Circuit Commitment Quantity**” means one hundred twenty (120) Premier UNI Circuits; provided, however, that if such quantity is adjusted upward as a result of the annual review described in Section 3 above, or adjusted downward as a result of a buy-down under Section 3.4 above, then, effective as of the effective date of such adjustment, the Minimum Premier UNI Circuit Commitment Quantity shall reflect such adjustment.

6.3 “**NNI Port**” has the same meaning as NNI Port Only Connection as defined in the Product Guide. “**Embedded Base NNI Port**” means an NNI Port, purchased by Customer, that is in-service

as of the Amendment No. 1 Effective Date. "Newly-Ordered NNI Port" means an NNI Port installed on or after the Amendment No. 1 Effective Date, excluding: (i) installation of any NNI Port that is disconnected from a particular location then installed as a new NNI Port at the same location, and (ii) any NNI Port that, at a particular location, replaces an NNI Port that is disconnected from that same location.

6.4 "Priority EVC" means Ethernet TLS EVC in the ERS Priority Data class of service as defined in Section II.A.3.d.3 of the Product Guide. "Newly-Ordered Priority EVC" means a Priority EVC installed on or after the Amendment No. 1 Effective Date, excluding: (i) installation of any Priority EVC that is disconnected from a particular location then installed as a new Priority EVC at the same location, and (ii) any Priority EVC that, at a particular location, replaces a Priority EVC that is disconnected from that same location.

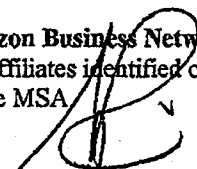
6.5 "Qualifying Services" means Newly-Ordered Priority EVCs, Newly-Ordered Premier UNI Circuits, Newly-Ordered NNI Ports, and Embedded Base NNI Ports, all as defined in this Section 6.

6.6 "Premier UNI Circuit" has the same meaning as "ERS - Premier UNI Port with Access Line Connection" as defined in the Product Guide. "Newly-Ordered Premier UNI Circuit" means a Premier UNI Circuit installed on or after the Amendment No. 1 Effective Date, excluding: (i) installation of any Premier UNI Circuit that is disconnected from a particular location then installed as a new Premier UNI Circuit at the same location, and (ii) any Premier UNI Circuit that, at a particular location, replaces a Premier UNI Circuit that is disconnected from that same location.

7. **Term.** This Amendment No. 1 shall be effective for a period of five (5) years commencing on the Amendment No. 1 Effective Date and ending on the day before the five-year anniversary of the Amendment No. 1 Effective Date ("Term"). Upon expiration of the Term, this Amendment No. 1 shall be deemed terminated; provided, however, that, subject to Sections IV.A.5 and 6 of the Product Guide and the minimum commitment requirements set forth in Section 4 of this Amendment No. 1, if any Qualifying Services for which Customer is eligible to receive Special Pricing remain in-service under a three- or five-year Commitment Period that has not expired shall remain eligible for Special Pricing under the terms of this Amendment No. 1 for the remainder of such Commitment Period and thereafter on a month-to-month basis in accordance with Section V.C of the Product Guide.
8. **OTHER TERMS AND CONDITIONS.** Except as specifically amended hereby, all other rates, charges, terms, and conditions of MSA Attachment 16 shall remain in full force and effect.
9. **COUNTERPARTS.** This Amendment No. 1 may be executed in counterparts, each of which shall be an original, but all of which shall together constitute one and the same document.

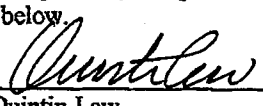
IN WITNESS WHEREOF, the parties have entered into this Amendment No. 1 effective as of the Amendment No. 1 Effective Date.

Verizon Business Network Services, Inc. on behalf of  
its Affiliates identified on Attachment 1.1  
to the MSA

By:   
Printed: Scott C. Pierce  
Title: Executive Director - Alliance Management

Date: 5/13/08

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

By:   
Printed: Quintin Lew  
Title: Senior Vice President, Marketing and Sales  
Verizon Partner Solutions

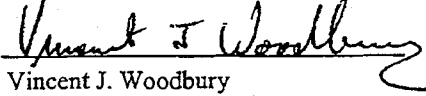
Date: 5/19/08



**Bell Atlantic Communications, Inc. d/b/a Verizon  
Long Distance**

**NYNEX Long Distance Service d/b/a Verizon  
Enterprise Solutions**

**Verizon Select Services Inc.**

By:   
Printed: Vincent J. Woodbury

Title: President - Bell Atlantic Communications, Inc.  
d/b/a Verizon Long Distance, NYNEX Long Distance  
Service d/b/a Verizon Enterprise Solutions, and Vice  
President Verizon Select Services Inc.

Date:

Verizon Operating Telephone Companies

Verizon Delaware LLC  
Verizon Florida LLC  
Verizon Maryland Inc.  
Verizon New England Inc.  
Verizon New Jersey Inc.  
Verizon New York Inc.  
Verizon Pennsylvania Inc.  
Verizon Virginia Inc.  
Verizon Washington, DC Inc.  
Verizon West Virginia Inc.  
Verizon California Inc.  
Verizon North Inc.  
Verizon Northwest Inc.  
Verizon South Inc.  
GTE Southwest Incorporated, d/b/a Verizon Southwest

**APPENDIX 1 – SPECIAL PRICING**

| Service Category   | Rate Element  | Standard MRC Rate | VZB MRC Rate | USOC  |
|--|---|-------------------|--------------|-------|
| ERS – Premier UNI Port with Access Line Connection – 100 Mbps  | Month to Month - Per line                                 | \$1,200.00        | \$840.00     | LNHLX |
|  | Three Year Plan – Per line                                | \$1,000.00        | \$700.00     | LNHL3 |
|  | Five Year Plan – Per line                                 | \$900.00          | \$700.00     | LNHL5 |
| ERS – Premier UNI Port with Access Line Connection – 1000 Mbps | Month to Month – Per line                                 | \$2,400.00        | \$1,680.00   | LNHLX |
|  | Three Year Plan – Per line                                | \$2,000.00        | \$1,500.00   | LNHL3 |
|  | Five Year Plan – Per line                                 | \$1,800.00        | \$1,440.00   | LNHL5 |
| NNI Port Only Connection – 1000 Mbps                           | Three Year Plan – Per port                                | \$3,700.00        | \$1,400.00   | P9CB3 |
|  | Five Year Plan – Per port                                 | \$3,500.00        | \$985.00     | P9CB5 |
| ERS EVC Bandwidth – Priority Data (ERS-PD) Class of Service    | 1 Mbps – Month-to-Month – Per Class of Service – Per EVC  | \$40.00           | \$12.00      | EVV1P |
|  | 2 Mbps – Month-to-Month – Per Class of Service – Per EVC  | \$80.00           | \$24.00      | EVV2P |
|  | 3 Mbps – Month-to-Month – Per Class of Service – Per EVC  | \$120.00          | \$36.00      | EVV3P |
|  | 4 Mbps – Month-to-Month – Per Class of Service – Per EVC  | \$160.00          | \$48.00      | EVV4P |
|  | 5 Mbps – Month-to-Month – Per Class of Service – Per EVC  | \$200.00          | \$60.00      | EVV5P |
|  | 6 Mbps – Month-to-Month – Per Class of Service – Per EVC  | \$220.00          | \$66.00      | EVV6P |
|  | 7 Mbps – Month-to-Month – Per Class of Service – Per EVC  | \$240.00          | \$72.00      | EVV7P |
|  | 8 Mbps – Month-to-Month – Per Class of Service – Per EVC  | \$260.00          | \$78.00      | EVV8P |
|  | 9 Mbps – Month-to-Month – Per Class of Service – Per EVC  | \$280.00          | \$84.00      | EVV9P |
|  | 10 Mbps – Month-to-Month – Per Class of Service – Per EVC | \$300.00          | \$90.00      | EVVFP |
|  | 20 Mbps – Month-to-Month – Per Class of Service – Per EVC | \$600.00          | \$150.00     | EVVJP |
|  | 30 Mbps – Month-to-Month – Per Class of Service – Per EVC | \$900.00          | \$225.00     | EVVKP |
|  | 40 Mbps – Month-to-Month – Per Class of Service – Per EVC | \$1,200.00        | \$300.00     | EVVLP |
|  | 50 Mbps – Month-to-Month – Per Class of Service – Per EVC | \$1,500.00        | \$375.00     | EVVMP |
|  | 60 Mbps – Month-to-Month – Per Class of Service – Per EVC | \$1,720.00        | \$516.00     | EVVNP |
| 70 Mbps – Month-to-Month – Per Class of Service – Per EVC      | \$1,940.00  | \$582.00          | EVVOP        |       |

|  |            |            |       |
|--|------------|------------|-------|
| 80 Mbps – Month-to-Month – Per Class of Service – Per EVC  | \$2,100.00 | \$630.00   | EVVPP |
| 90 Mbps – Month-to-Month – Per Class of Service – Per EVC  | \$2,300.00 | \$690.00   | EVVQP |
| 100 Mbps – Month-to-Month – Per Class of Service – Per EVC | \$2,500.00 | \$750.00   | EVVGP |
| 200 Mbps – Month-to-Month – Per Class of Service – Per EVC | \$2,700.00 | \$1,215.00 | EVVRP |
| 300 Mbps – Month-to-Month – Per Class of Service – Per EVC | \$2,900.00 | \$1,450.00 | EVVSP |
| 400 Mbps – Month-to-Month – Per Class of Service – Per EVC | \$3,100.00 | \$1,550.00 | EVVTP |
| 500 Mbps – Month-to-Month – Per Class of Service – Per EVC | \$3,300.00 | \$1,650.00 | EVVUP |

**Amended and Restated**  
**Attachment 19 – Description and Pricing of Services for**  
**Bandwidth on Demand (BoD)**

This Amended and Restated Attachment 19 (**Description of Pricing and Services for Bandwidth on Demand** (this **Product Schedule**) is entered into as of the date of last signature by a Party and made effective as of November 1, 2007 (the **Product Schedule Effective Date**) by and among identified in Attachment 1.1 of the Agreement, Verizon Business Network Services, Inc. (“VBNS”) on behalf of Verizon Global Networks Inc. and the former MCI Affiliates identified on Attachment 1.1 to the Agreement, Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance (“VLD”), NYNEX Long Distance Company d/b/a Verizon Enterprise Solutions (“VES”), and Verizon Select Services Inc. (“VSSI”), VBNS, VLD, VES, and VSSI are hereinafter referred to collectively as “**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**) and amends and restates in its entirety that certain Attachment 19 – Description of Services and Pricing for Bandwidth on Demand, dated as of November 1, 2007, by and among Customer and Verizon. This Product Schedule is attached to that certain Master Services Agreement (**Agreement**), dated as of March 8, 2007, by and among the Parties, and made a part thereof. All capitalized terms not otherwise defined in this Product Schedule, the Product Guide, or in the Agreement shall have the meanings set forth in Verizon’s Tariffs FCC No. 11 (individually, **Tariff** and collectively, **Tariffs**), as applicable.

**1. Service Description**

- 1.1 **General Description:** As set forth in more detail in the Product Guide, Bandwidth on Demand (**BoD**) is a service that offers customers the ability to order from Verizon specified OCnc and Ethernet (Ethernet - fractional and full rate) private line services on a Just-in-Time (JiT) basis. JiT provisioning means that these private line services will generally be provisioned on the same business day that a clean, error-free ASR is received by Verizon by 1:00 PM Eastern time.
  
- 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 Service (**Product Guide-BoDPGv3\_03-18-07**), which is incorporated herein by reference and has been provided separately to the Customer. The Product Guide contains a comprehensive description of the Service for use by the 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 the Customer pursuant to the Agreement and this Product Schedule from the date of such change to the Product Guide.

If Verizon makes significant and material changes to the Product Guide without the agreement of Customer and, as a direct result of such changes, Customer's ability to obtain the Services covered by this Attachment 21 are significantly and materially affected, Customer will be permitted to cancel the Services affected by the changes.

**2. Terms and Conditions**

2.1 In order for the Customer to receive the rates, terms, and conditions for the Service as set forth in the Agreement, the Product Guide and this Product Schedule, the 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.

**3. Rates and Charges**

Together with the charges set forth in the Product Guide, the Agreement, or incorporated by reference therein, the monthly recurring charges (MRCs) and non-recurring charges (NRCs) for the Service are set forth below.

| <b>Bandwidth on Demand (BoD) Facility</b> |             |                 |                 |
|---|-------------|-----------------|-----------------|
| <b>Rate Element</b>                       | <b>USOC</b> | <b>NRC (\$)</b> | <b>MRC (\$)</b> |
| BoD Facility OC12 - 2 year term           | S9FA2       | 500.00          | 4,995.00        |
| BoD Facility OC12 - 3 year term           | S9FA3       | 500.00          | 4,495.00        |
| BoD Facility OC12 - 5 year term           | S9FA5       | 500.00          | 3,950.00        |
| BoD Facility OC48 - 2 year term           | S9FC2       | 1,000.00        | 8,450.00        |
| BoD Facility OC48 - 3 year term           | S9FC3       | 1,000.00        | 7,605.00        |
| BoD Facility OC48 - 5 year term           | S9FC5       | 1,000.00        | 6,685.00        |
| BoD Facility OC192 - 2 year term          | S9FB2       | 1,500.00        | 14,475.00       |
| BoD Facility OC192 - 3 year term          | S9FB3       | 1,500.00        | 13,025.00       |
| BoD Facility OC192 - 5 year term          | S9FB5       | 1,500.00        | 11,450.00       |

| <b>Bandwidth on Demand (BoD) Stub Hub</b> |             |                 |                 |
|---|-------------|-----------------|-----------------|
| <b>Rate Element</b>                       | <b>USOC</b> | <b>NRC (\$)</b> | <b>MRC (\$)</b> |
| OC3 Stub Hub - 2 year term                | OHV12       | 200.00          | 50.00           |
| OC3 Stub Hub - 3 year term                | OHV13       | 200.00          | 50.00           |
| OC3 Stub Hub - 5 year term                | OHV15       | 200.00          | 50.00           |
| OC12 Stub Hub - 2 year term               | OHV22       | 200.00          | 50.00           |
| OC12 Stub Hub - 3 year term               | OHV23       | 200.00          | 50.00           |
| OC12 Stub Hub - 5 year term               | OHV25       | 200.00          | 50.00           |
| OC48 Stub Hub - 2 year term               | OHV32       | 200.00          | 50.00           |
| OC48 Stub Hub - 3 year term               | OHV33       | 200.00          | 50.00           |
| OC48 Stub Hub - 5 year term               | OHV35       | 200.00          | 50.00           |

| <b>Bandwidth on Demand (BoD) Network Transport ON-NET</b>  |             |                 |                   |
|--|-------------|-----------------|-------------------|
| <b>Rate Element</b>  | <b>USOC</b> | <b>NRC (\$)</b> | <b>MRC (\$) *</b> |
| BoD Network Transport ON-NET OC3c - month to month   | OT3BM       | 200.00          | 670.00            |
| BoD Network Transport ON-NET, OC12c - month to month   | OT3CM       | 200.00          | 1,670.00          |
| BoD Network Transport ON-NET, OC48c- month to month  | OT3DM       | 200.00          | 4,000.00          |
| BoD Network Transport ON-NET, GigE-1 - month to month  | OT3EM       | 200.00          | 270.00            |
| BoD Network Transport ON-NET, GigE-3 - month to month  | OT3FM       | 200.00          | 670.00            |
| BoD Network Transport ON-NET, GigE-6 - month to month  | OT3GM       | 200.00          | 1,000.00          |
| BoD Network Transport ON-NET, GigE-9 - month to month  | OT3HM       | 200.00          | 1,335.00          |
| BoD Network Transport ON-NET, GigE-12 - month to month   | OT3JM       | 200.00          | 1,670.00          |
| BoD Network Transport ON-NET, GigE-full rate - month to month  | OT3KM       | 200.00          | 2,670.00          |
| <i>*Note: This rate element is available on a month-to-month basis but is pro-rated on a daily basis to the extent the rate element is in service for less than one month.</i> |             |                 |                   |

| <b>Bandwidth on Demand (BoD) Network Transport OFF-NET</b>     |             |                 |                 |
|--|-------------|-----------------|-----------------|
| <b>Rate Element</b>  | <b>USOC</b> | <b>NRC (\$)</b> | <b>MRC (\$)</b> |
| BoD Network Transport OFF-NET, OC3c - month to month           | OT4BM       | 200.00          | 1,350.00        |
| BoD Network Transport OFF-NET, OC3c - 3 year term              | OT4B3       | 200.00          | 1,150.00        |
| BoD Network Transport OFF-NET, OC3c- 5 year term               | OT4B5       | 200.00          | 1,035.00        |
| BoD Network Transport OFF-NET, OC12c - month to month          | OT4CM       | 200.00          | 3,150.00        |
| BoD Network Transport OFF-NET, OC12c - 3 year term             | OT4C3       | 200.00          | 2,680.00        |
| BoD Network Transport OFF-NET, OC12c - 5 year term             | OT4C5       | 200.00          | 2,415.00        |
| BoD Network Transport OFF-NET, OC48c- month to month           | OT4DM       | 200.00          | 6,750.00        |
| BoD Network Transport OFF-NET, OC48c - 3 year term             | OT4D3       | 200.00          | 5,740.00        |
| BoD Network Transport OFF-NET, OC48c - 5 year term             | OT4D5       | 200.00          | 5,165.00        |
| BoD Network Transport OFF-NET, GigE-1 - month to month         | OT4EM       | 200.00          | 585.00          |
| BoD Network Transport OFF-NET, GigE-1 - 3 year term            | OT4E3       | 200.00          | 500.00          |
| BoD Network Transport OFF-NET, GigE-1 - 5 year term            | OT4E5       | 200.00          | 450.00          |
| BoD Network Transport OFF-NET, GigE-1 - 7 year term            | OT4E7       | 200.00          | 405.00          |
| BoD Network Transport OFF-NET, GigE-3 - month to month         | OT4FM       | 200.00          | 1,350.00        |
| BoD Network Transport OFF-NET, GigE-3 - 3 year term            | OT4F3       | 200.00          | 1,150.00        |
| BoD Network Transport OFF-NET, GigE-3 - 5 year term            | OT4F5       | 200.00          | 1,035.00        |
| BoD Network Transport OFF-NET, GigE-3 - 7 year term            | OT4F7       | 200.00          | 935.00          |
| BoD Network Transport OFF-NET, GigE-6 - month to month         | OT4GM       | 200.00          | 2,025.00        |
| BoD Network Transport OFF-NET, GigE-6 - 3 year term            | OT4G3       | 200.00          | 1,725.00        |
| BoD Network Transport OFF-NET, GigE-6 - 5 year term            | OT4G5       | 200.00          | 1,555.00        |
| BoD Network Transport OFF-NET, GigE-6 - 7 year term            | OT4G7       | 200.00          | 1,400.00        |
| BoD Network Transport OFF-NET, GigE-9 - month to month         | OT4HM       | 200.00          | 2,700.00        |
| BoD Network Transport OFF-NET, GigE-9 - 3 year term            | OT4H3       | 200.00          | 2,295.00        |
| BoD Network Transport OFF-NET, GigE-9 - 5 year term            | OT4H5       | 200.00          | 2,065.00        |
| BoD Network Transport OFF-NET, GigE-9 - 7 year term            | OT4H7       | 200.00          | 1,860.00        |
| BoD Network Transport OFF-NET, GigE-12 - month to month        | OT4JM       | 200.00          | 3,150.00        |
| BoD Network Transport OFF-NET, GigE-12 - 3 year term           | OT4J3       | 200.00          | 2,680.00        |
| BoD Network Transport OFF-NET, GigE-12 - 5 year term           | OT4J5       | 200.00          | 2,415.00        |
| BoD Network Transport OFF-NET, GigE-12 - 7 year term           | OT4J7       | 200.00          | 2,175.00        |
| BoD Network Transport OFF-NET, GigE-full rate - month to month | OT4KM       | 200.00          | 4,950.00        |
| BoD Network Transport OFF-NET, GigE-full rate - 3 year term    | OT4K3       | 200.00          | 4,210.00        |
| BoD Network Transport OFF-NET, GigE-full rate - 5 year term    | OT4K5       | 200.00          | 3,790.00        |
| BoD Network Transport OFF-NET, GigE-full rate - 7 year term    | OT4K7       | 200.00          | 3,415.00        |

| Bandwidth on Demand (BoD) - Cancellation Charges       |                             |                                   |                                     |  |                                      |                                |
|--|-----------------------------|-----------------------------------|-------------------------------------|--|--------------------------------------|--------------------------------|
| Facility   | Critical Dates              |                                   |                                     |  |                                      |                                |
|  | Within first seven (7) days | Day eight (8) to day fifteen (15) | Day sixteen (16) to day thirty (30) | Day thirty one (31) to day forty five (45) | Day forty six (46) to day sixty (60) | On or after Day sixty one (61) |
| BoD Facility<br>OC12, OC48, or<br>OC192 - All<br>Terms | \$0.00                      | \$6,403.00                        | \$8,004.00                          | \$15,436.00                                | \$22,868.00                          | \$27,442.00                    |

| Reconfiguration Charges *   |  |          |  |
|---|--|----------|--|
| Facility  |  | NRC (\$) |  |
| Applicable to all BoD Facilities  |  | TBD      |  |
| *Reconfiguration Charges will apply to any BoD Facility where the customer requests Verizon to reconfigure the Node that is located at the Customer designated Premises. This includes card and cabling rearrangements and re-inventory in the Verizon engineering databases. Reconfiguration charges will be will be calculated on an individual case basis. |  |          |  |

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.

Verizon Business Network Services, Inc.

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

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

By: Catherine Hopiard

Name: Scott C. Pierce

Name: Catherine Hopiard

Title: Executive Director - Alliance Management

Title: Manager - Wholesale Contract Management

Date: 5/20/08

Date: 5/27/08

**Bell Atlantic Communications, Inc. d/b/a  
Verizon Long Distance**

**NYNEX Long Distance Service d/b/a  
Verizon Enterprise Solutions**

**Verizon Select Services Inc.**

Name: Vincent J Woodbury

By: Vincent J. Woodbury

Title: President - Bell Atlantic Communications, Inc.  
d/b/a Verizon Long Distance, NYNEX Long Distance Service  
d/b/a Verizon Enterprise Solutions, and Vice President -  
Verizon Select Services Inc.

Date: 5.14.08