

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed is a true copy of Amendment 18 to a Master Services Agreement between Verizon Services Corp. on behalf of Verizon companies including Verizon Northwest Inc., and Verizon Business Network Services, Inc.

Richard E. Potter Date: 2.18.10

Richard E. Potter
Director
Verizon Northwest Inc.

EXECUTION COPY

**AMENDMENT NO. 18 TO MASTER SERVICES
AGREEMENT FOR AWAS SERVICES**

THIS AMENDMENT NO. 18 ("Amendment 18") 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, via Verizon North Inc., desires to provide information storage systems, known as the AWAS systems ("Systems"), and Verizon Business desires to store information in the Systems;

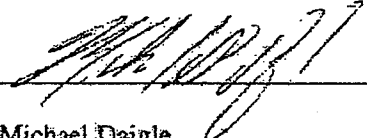
NOW, THEREFORE, in consideration of the mutual promises that follow, the Parties, intending to be legally bound hereby, agree as follows:

1. The Parties hereby agree to add Service Schedule 016, attached to this Amendment 18, entitled "Service Schedule for AWAS Services" ("Service Schedule 016"), 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 18 and Service Schedule 016 may be executed in counterparts and by facsimile signature, each of which shall be deemed an original, but all of which shall together constitute one and the same document.

IN WITNESS WHEREOF, each of the Parties has caused this Amendment 18 to be duly executed by its authorized representative, effective as of the Amendment Effective Date.

Verizon Services Corp.

Verizon Business Network Services Inc.

By: 
Name: Michael Daigle

By: _____
Name: Ricky A. Price

Title: Vice President, Global Transport
& Access Engineering

Title: Vice President, Global Network Engineering

Date: 2/12/10

Date: _____

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Verizon Services Corp.

Verizon Business Network Services Inc.

By: _____

By: 

Name: Michael Daigle

Name: Ricky A. Price

Title: Vice President, Global Transport
& Access Engineering

Title: Vice President, Global Network Engineering

Date: _____

Date: 2/15/2010

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Service Schedule 016

SERVICE SCHEDULE FOR AWAS SERVICES

1. Verizon maintains systems for storage of information pertaining to installation and repair of telecommunications services ("I & R Information") known as the AWAS systems ("Systems"). Verizon will make available the Systems to Verizon Business for storage of Verizon Business I & R Information in accordance with the terms and conditions of the Agreement and this Service Schedule.
2. Verizon will afford personnel employed by Verizon Business and its affiliates, including Verizon, limited access to the Systems solely for the purpose of storing, retrieving, modifying and using Verizon Business I & R Information in connection with the installation and repair of Verizon Business telecommunications services.
3. Verizon may limit or terminate access to, storage of, modification of, or retrieval of I & R Information from the Systems for any reason, including, without restriction, violation of this Agreement by Verizon Business or failure of Verizon Business to comply with applicable laws, rules, regulations, or orders applicable to this Service Schedule.
4. Verizon Business will access the Systems using Internet access services provided by Verizon Business. Such Internet access services are not part of this Service Schedule. Verizon Business 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 the Systems, Verizon Business 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.

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5. Verizon will charge Verizon Business the following compensation for use of and access to the Systems:

Year 1 = \$29,776.00/month
Year 2 = \$19,251.00/month
Year 3 = \$12,076.00/month
Year 4 = \$7,387.00/month
Year 5 = \$3,352.00/month
Year 6 = \$748.00/month
Year 7 and thereafter = \$0.00

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.

Verizon Business Network Services Inc.

By: _____

By: Ricky A Price

Name: Michael Daigle

Name: Ricky A Price

Title: Vice President, Global Transport
& Access Engineering

Title: Vice President, Global Network
Engineering

Date: _____

Date: 2/15/2010

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Verizon Services Corp.

By: _____

Name: Michael Daigle

Title: Vice President, Global Transport
& Access Engineering

Date: _____

Verizon Business Network Services Inc.

By: _____

Name: Ricky A. Price

Title: Vice President, Global Network
Engineering

Date: _____