



SERVICE AGREEMENT
(Intrastate ICB)

<p>Electronic Data System Corporation and EDS Information Services, LLC, (collectively referred to as "EDS"), as agent for Bank of America, N.A., ("Customer"), identified in the Exhibit(s) and Addenda attached hereto ("Customer(s)")</p>	<p>Verizon Business Financial Management Corporation, on behalf of the Verizon companies identified in the Exhibits and Addenda hereto</p>
<p>Address 5400 Legacy Drive, Plano, Texas 75054</p>	<p>Address 700 Hidden Ridge Dr., Irving, TX 75039</p>

Agency Relationship. Electronic Data System Corporation and EDS Information Services, LLC, (collectively referred to as "EDS") represents and warrants to Verizon that EDS is entering into this Agreement as the agent for Customer(s) identified in each of the Exhibits, attached hereto. EDS shall provide to Verizon, no later than the date EDS signs this Agreement, or any subsequent Addendum or Exhibits, written documentation evidencing the agency relationship between itself and each of the Customer(s) identified in the Exhibits, the scope of the agency relationship, the time period for which the agency relationship shall be in effect and the names of appropriate Customer contacts for purposes of administering this Agreement including without limitation, ordering and additions of and changes to Services. Services purchased for any individual Customer will be used only for that Customer. EDS shall indemnify and hold Verizon harmless for any claims by Customer or other parties if at any time EDS does not have authority to continue to act as agent for any Customer but continues to act as agent, including but not limited to, placing orders for and/or changing configuration of the Services. EDS' obligation to indemnify Verizon includes, but is not limited to, timely payment to Verizon for Services provided.

Services. Customer hereby requests and agrees to purchase from the undersigned Verizon company ("Verizon") the services identified in Exhibit(s) A and B attached to this Agreement, and in any Addendum expressly made a part hereof, and as further described in Verizon's applicable tariffs, (the "Services") for the service period stated in the Exhibit or Addendum applicable to such Service (the "Service Period"), subject to Verizon's receipt of any necessary regulatory and other governmental approvals required to provide the Services under the terms hereof. The Services will be provided under the terms of this Agreement to the Customer locations specified in the Exhibit(s) and Addenda attached to or made a part hereof.

Charges. Customer will pay the rates and charges set forth in the attached Exhibit(s) and in any Addendum made a part hereof, and shall also pay all applicable taxes, fees, and charges, including Federal End User Common Line Charges, charged pursuant to applicable law, regulations, or tariffs in connection with the Services. If Customer cancels or terminates this Agreement or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon termination charges as set forth in the applicable Exhibit(s) and Addendum(a). Any tariffed back billing limitations otherwise applicable to the Services shall not apply under this Agreement.

Notices. Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Customer at 5400 Legacy Drive, Plano, TX 75024, Attn: Manager, Contracts Administration, Fax # 972 605-5187, and to Verizon at Verizon National Contracts Repository, MC:HQW02L25, 700 Hidden Ridge, Irving, TX, 75038. Notices shall be deemed effective five business days after such mailing.

Miscellaneous. (a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements. Either party may issue or permit issuance of a press release or other public statement concerning this Agreement provided its contents have been reviewed and agreed upon by the parties.

(b) In the event of a claim or dispute, the law and regulations of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply. This Agreement and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

(c) No liability shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control.

(d) If any provision of this Agreement or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, or does not receive any governmental or regulatory approval required

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by law in any State or jurisdiction, then this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such State or jurisdiction.

(e) Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges for Services provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.

(f) Except as otherwise required by applicable law or regulation, the Services provided hereunder may not be resold by Customer. Any rebilling of Service between Agent and Customer does not constitute resale provided no changes are made to Verizon's billed rates and charges. Agent may not mark up or otherwise change Verizon's billed rates and charges for Service.

Tariffs and Limitation of Liability. In event of a conflict between this Agreement and Verizon's tariffs, the terms and conditions of this Agreement shall take precedence over the terms and conditions included in Verizon's applicable tariffs. The terms and conditions that shall apply in connection with these Services, and the rights and liabilities of the parties, shall be as set forth herein and in all applicable tariffs now or hereafter filed with the applicable state regulatory commission and/or the Federal Communications Commission. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS, INFORMATION, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE BASED UPON BREACH OF CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT FOR PAYMENT BY CUSTOMER OF AMOUNTS OWED FOR SERVICES PROVIDED UNDER THIS AGREEMENT. VERIZON'S LIABILITY TO CUSTOMER FOR ANY OTHER DAMAGES DUE TO FAILURES IN THE SERVICES OR UNDER THIS AGREEMENT AND NOT OTHERWISE EXCLUDED UNDER THIS AGREEMENT OR APPLICABLE TARIFFS SHALL BE LIMITED TO THE PRO RATA CHARGES FOR THE SERVICES AFFECTED BY THE FAILURE FOR THE PERIOD OF SUCH FAILURE. VERIZON MAY FROM TIME TO TIME PROVIDE ADVICE, MAKE RECOMMENDATIONS OR SUPPLY OTHER ANALYSIS RELATED TO THE SERVICES IN THIS AGREEMENT AND WHILE VERIZON SHALL USE REASONABLE EFFORTS IN THIS REGARD, CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS LIMITATION OF LIABILITY SHALL APPLY TO THE PROVISION OF SUCH ADVICE, RECOMMENDATIONS AND ANALYSIS. This Agreement (including the Exhibits attached hereto and any Addenda made a part hereof) and all applicable tariffs constitute the entire agreement between the parties and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

AGREED AND ACCEPTED:


Electronic Data System Corporation, as agent for Bank of America, N.A., ("Customer"), identified in the Exhibit(s) and Addenda attached hereto Customer(s)

By 

Name/title Andrew Houser - Global Category Manager

Date October 23, 2006

Verizon Business Financial Management Corporation, on behalf of the Verizon companies identified in the Exhibits and Addenda hereto

By 

Name/title Suleiman Hessami

Date VP Pricing/Contract Management 10/23/06

EDS Information Services, LLC, as agent for Bank of America, N.A., ("Customer"), identified in the Exhibit(s) and Addenda attached hereto Customer(s)

By 

Name/title Andrew Houser- Global Category Manager

Date October 23, 2006

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**SERVICE ATTACHMENT 1
CENTRANET/CENTREX SERVICES**

Customer must sign and date this Agreement on or before October 23, 2006 or the proposed Service arrangement and pricing will no longer be available. This Agreement shall not be considered fully executed until signed by both parties.

Additional Terms and Conditions Applicable to Service Attachment 1 - Exhibits

1. **Service and Rates.** Customer agrees to purchase ContraNet®/Centrex service with usage where applicable (the "Service") from the Verizon company identified in each Exhibit ("Verizon") at the rates and in quantities set forth in each Exhibit for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges or, if no tariff is applicable, other commission authorized rates, terms and conditions then in effect.
2. **Effective Date/Regulatory Filing and Review.** This Agreement will be effective when signed, except where subject to prior regulatory filing and/or review; in such states this Agreement will be effective on filing or receipt of necessary regulatory and other governmental approvals as applicable.
3. **Service Period.** Customer shall purchase the Service from the in-service date through December 31, 2009 ("Service Period"). The in-service date shall be the date, after the effective date defined above, on which Verizon's provisioning has been completed and the Service is available for Customer's use. Termination charges as set forth below will apply to all Service disconnected prior to the end of the Service Period or any extension thereof.
4. **Minimum Commitment and Shortfall.** The rates in each Exhibit are contingent upon Customer purchasing at least the quantity of Service set forth in such Exhibit as the Minimum Commitment. Verizon will review Customer's account as of each annual anniversary of the commencement of the Service Period and if the quantity of Service installed is less than the Minimum Commitment in any state, Customer shall pay to Verizon an amount equal to the difference between the amount actually billed and paid for such Service and the amounts that would have been billed hereunder for that Service had Customer satisfied the applicable Minimum Commitment for such Service ("annual review"), unless the provisions of Section 6 (Technology Upgrade) apply. Hereinafter, such amounts due Verizon shall be referred to as the "Shortfall Amount". Verizon will issue an invoice to Customer for any Shortfall Amount due hereunder.
5. **Termination Charges.** If Customer cancels or terminates this Agreement prior to the expiration of the Service Period, Customer shall pay to Verizon a termination charge equal to a percent of the applicable minimum monthly charge per quantity times the number of months remaining in the term. In year one of the Agreement the percentage applicable is twenty-five percent (25%); in years two and three of the contract, the amount is ten percent (10%). Any such termination liability charge shall be due and payable in one lump sum within thirty (30) days of billing. If Customer terminates this Agreement subsequent to the execution of this Agreement by the Parties but prior to the in-service date, Customer shall pay to Verizon all costs incurred by Verizon for contract and service preparation.
6. **Technology Upgrade/Network Optimization.** In the event that Verizon offers new or alternate technologies that would benefit Customer prior to the end of the term of this Agreement, Customer may terminate the existing Services under contract without termination liability and upgrade to other Verizon Services so long as the upgraded service contract is for a period equal to or longer than the remaining months in the replaced contract.

7. Additional Provisions.

- a. **Conditions.** The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.
- b. **Service Continuation.** (i) If, at the time of expiration of the Service Period, a new agreement or tariffed service arrangement with Verizon for the Services is not effective as defined above and Customer has not requested, in writing, disconnection of the Services, then the Services will be reverted to applicable tariff or other Commission-authorized rate(s) for the minimum service commitment period available. The applicable tariff or other Commission-authorized arrangement will govern the service arrangement prospectively, including rates, terms and conditions, which may include charges for termination prior to the end of the minimum tariff service commitment period. If there is no applicable tariff or other Commission-authorized service arrangement, then the Service will be subject to disconnection upon the expiration of the Service Period of this Agreement. If, upon expiration of the Service Period, there is a delay in reverting rates to the applicable tariff or other Commission-authorized rate(s), or in disconnecting the Services if no tariff or Commission-authorized service arrangement is available, the Service Period shall be deemed temporarily extended on a

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month-to-month basis until such reversion of rates or disconnection of Services is completed. In no event, however, will such temporary extension of the Service Period continue more than twelve months after the expiration of the initial Service Period.

(ii) If Customer indicates to Verizon in writing that it desires to negotiate a new contract or tariffed service arrangement to continue or replace the Services provided for herein, this Agreement shall automatically be extended for a period not to exceed 60 days from the end of the initial Service Period to allow the parties to finalize a new agreement or to transition to a tariffed service arrangement. Written notice must be provided by Customer at least 30 days prior to the end of the initial Service Period. For purposes of this paragraph only, written notice may be by facsimile or electronic mail.

c. Detariffing. In the event any of the Services are hereafter detariffed, then the terms of the tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference and shall continue to apply to the provision of the Service to the same extent as such tariffs applied hereunder prior to such detariffing.

d. Facilities. Additional charges may be required if suitable facilities are not available to provide Services at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then this Agreement will be subject to termination by Verizon without application of the termination charges described above.

e. Customer Purchase Orders. The terms and conditions contained on a Customer purchase order document (whether signed by one or both parties) shall not serve to modify the terms and conditions of this Agreement.

CentraNet - California

Verizon company name: Verizon California Inc. (referred to in this Exhibit as "Verizon ")
 In its capacity as an Incumbent Local Exchange Carrier
State: California
ICB Case No.: 2006-379786

Customer is currently receiving Service under a prior agreement which will expire October 29, 2006. In order for Service to continue without interruption, this Agreement must be fully executed and timely filed with the Commission in order for the Commission to complete its review and approval prior to the October 29, 2006 expiration date.

Customer must sign and date this Agreement and return it to Verizon on or before October 23, 2006. This Agreement will not be considered fully executed until signed by both Customer and Verizon.

1. Services and Quantity Commitments. Customer agrees to purchase the following Services from Verizon at the rates set forth below and in quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, under separate individual case basis agreement or formal amendment to this Agreement.

Initial Quantity	Service Item	Monthly Recurring Charge	Non-recurring Charge/Unit
1,836	CentraNet Station Line	\$8.50	See (d) below
1,836	Feature Package 1000	\$2.25	See (d) below
0	Feature Package 2000	\$3.20	See (d) below
0.	Feature Package 3000	\$4.50	See (d) below

Service Item	1 st 18 Sec.	Ea. Addl. 6 Sec.	Whole Minute
Zone Usage Measurement (ZUM)	\$0.0105	\$0.0035	\$0.035
IntraLATA Toll	\$0.0135	\$0.0045	\$0.045

These charges do not include Federally mandated end user common line charges, any applicable local, state, or federal fees, taxes, surcharges or other applicable tariffed charges.

Notes.

- Foreign exchange and residential lines are excluded from the rates provided herein.
- ZUM and IntraLATA Toll rates above are offered with subminute billing, which is rounded to the first 18 seconds; additional usage is billed in 6-second increments. The minimum charge per call is 18 seconds.
- Customer must maintain a minimum of two (2) CentraNet® Lines for each customer group location per Verizon serving central office.
- Non-recurring charges are not applicable to existing service under prior agreement. Subsequent Service installation will be subject to non-recurring charges pursuant to Verizon's applicable tariffs.
- Charges for any additional CentraNet® features order by Customer will be taken from Verizon's applicable tariff.
- Tariff rates are subject to change. Customer will be billed current tariff rates.

2. Minimum Commitment and Shortfall.

CentraNet® Service

Customer must maintain a minimum of 1,100 CentraNet Lines at all times during the term of this Agreement. At the end of the contract year, Customer's actual number of lines will be reviewed and Customer billed a shortfall if the number of CentraNet Lines

subscribed to by Customer fell below the minimum commitment at any time during the term period. Customer shall pay the difference between the minimum commitment and the actual number of lines multiplied by the monthly rate for the period of time Customer's actual usage fell below the minimum commitment

Zone Usage Measurement (ZUM) and IntraLATA Toll. Customer is not required to maintain a minimum commitment to receive the discounted rates provided in this Exhibit.

3. Effective Date/Regulatory Filing and Review. This Agreement, and any subsequent amendment(s), shall be filed in a timely manner with the California Public Utilities Commission ("Commission") and become effective upon signature by both parties. This Agreement shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its lawful jurisdiction.

4. Locations. The Services herein shall be provided to Customer locations within Verizon's tariffed in-franchise incumbent local exchange service areas under the terms hereof. The Services shall initially be provided to Customer under the terms hereof at the locations listed below.

Service to other Customer locations, located within Verizon's franchise territory, may be added to this Agreement using ordering procedures previously established between Verizon and Customer, provided that Service to those locations is technically and commercially available.

10010 PARAMOUNT BL, DOWNEY	101 VINYRD TWN CTR WAY MORGAN HILL
101 WILLOW ST E. LONG BEACH	10731 PICO BL W. LOS ANGELES
10960 WILSHIRE BLVD FLOOR 1 LOS ANGELES	11021 LA RETNA AV S. DOWNEY
11210 WASHINGTON BL E. WHITTIER	11262 LOS ALAMITOS BLVD LOS ALAMITOS
115 Foothill BL W. GLENDORA	11501 SANTA MONICA BL LOS ANGELES
11911 SAN VICENTE BL LOS ANGELES	1200 HIGHLAND AVE MANHATTAN BCH
12035 FRONT ST E. NORWALK	121 WINDWARD AV VENICE
12155 CARSON ST E. HAWAIIAN GDNS	12221 ARTESIA BLVD CERRITOS
12231 LA MIRADA BL S. LA MIRADA	12316 WASHINGTON BL LOS ANGELES
12419 NORWALK BL S. NORWALK	12451 SEAL BEACH BL SEAL BEACH
128 6TH ST N. FOWLER	1301 4TH ST SANTA MONICA
13415 TELEGRAPH RD E. WHITTIER	1375 CITRUS AVE N. COVINA
13905 PIONEER BL S. NORWALK	1430 WILSHIRE BL SANTA MONICA
1440 HUNTINGTON DR E. DUARTE	14401 RAMONA BL BALDWIN PARK
150 CALIFORNIA AVE S. WEST COVINA	150 HACIENDA BL N. FLOOR 2 ROWLAND HGHTS
150 LONG BEACH BL FLOOR 1 LONG BEACH	1501 NOGALES ST S. LA PUENTE
152 FOOTHILL BLVD E. AZUSA	1520 AMAR RD E. WEST COVINA
15314 SUNSET BL PACIFIC PLSDS	15625 STAFFORD ST E. LA PUENTE
15742 WHITTIER BL E. WHITTIER	15925 CARMENITA RD S. CERRITOS
1600 GRANT AVE NOVATO	1601 PACIFIC COAST HY S. REDONDO BEACH
1603 HAWTHORNE BLVD REDONDO BEACH	1605 AZUSA AVE S. HACIENDA HGTS
169 FOOTHILL BL E. ARCADIA	17220 LAKEWOOD BLVD S. BELLFLOWER
17445 BELLFLOWER BLVD S. BELLFLOWER	1836 MAYFLOWER AVE S. UNIT E MONROVIA
18641 GRIDLEY RD S. CERRITOS	18730 AMAR RD E. WALNUT
200 LA HABRA BLVD E. LA HABRA	2000 ANAHEIM ST E. LONG BEACH
208 MAIN ST SEAL BEACH	2101 HACIENDA BL S. ROWLAND HGHTS
215 ELMWOOD AVE N. LINDSAY	21700 HAWTHORNE BLVD FL 1 TORRANCE
22 MALAGA COVE PLZ PLS VRDS EST	222 CATALINA AV N. REDONDO BEACH
2240 BELLFLOWER BLVD LONG BEACH	230 MYRTLE AVE S. MONROVIA
23717 MALIBU RD FLOOR 2 MALIBU	2475 SAVIERS RD OXNARD
2630 WORKMAN AVE E. WEST COVINA	27411 HAWTHORNE BLVD RCH PALOS VRD
275 TENNANT AVE MORGAN HILL	287 26TH ST SANTA MONICA
2901 EASTLAND CENTER DR WEST COVINA	2920 SEPULVEDA BL S. FLOOR 2 LOS ANGELES
3 DEL AMO FASHN CTR SPACE 292 TORRANCE	3016 SEPULVEDA BLVD N. MANHATTAN BCH
3032 WILSHIRE BLVD SANTA MONICA	3320 OCEAN PARK BL SANTA MONICA
333 SANTA CRUZ AV N. LOS GATOS	3440 CARSON ST FLOOR 2 TORRANCE
350 SIERRA MADRE BL W. SIERRA MADRE	3555 FOOTHILL BL E. PASADENA
3804 ATLANTIC AVE LONG BEACH	3804 SEPULVEDA BLVD TORRANCE
3939 ALLIN ST APT 203 LONG BEACH	4206 PACIFIC COAST HWY TORRANCE

4754 ADMIRALTY WY MARINA DEL RY	5101 2ND ST E. LONG BEACH
5253 LONG BEACH BL LONG BEACH	550 ELM AV LONG BEACH
5541 SEPULVEDA BL CULVER CITY	600 WILLOW ST W. LONG BEACH
6351 SPRING ST E. LONG BEACH	7255 GREENLEAF AVE FL 2 WHITTIER
780 BLOSSOM HILL RD LOS GATOS	7800 FLORENCE AVE DOWNEY
7878 IMPERIAL HWY DOWNEY	843 ARROW HY E. GLENDORA
90 PIER AVE HERMOSA BEACH	9100 WHITTIER BLVD E. PICO RIVERA
924 WESTWOOD BLVD STE 210 LOS ANGELES	930 WESTWOOD BL LOS ANGELES
9330 FIRESTONE BL DOWNEY	936 G ST REEDLEY
9930 ORR & DAY RD S. SANTA FE SPG	

CentraNet - WashingtonVerizon company name: Verizon Northwest Inc. (referred to in this Exhibit as "Verizon")State: WashingtonICB Case No.: 2006-383459

Customer is currently receiving Service under a prior agreement which will expire November 13, 2006. In order for Service to continue without interruption, this Agreement must be fully executed and timely filed with the Commission in order for the Commission to complete its review and approval prior to the November 13, 2006 expiration date.

Customer must sign and date this Agreement and return it to Verizon on or before October 23, 2006. This Agreement will not be considered fully executed until signed by both Customer and Verizon.

1. **Services and Quantity Commitments.** Customer agrees to purchase the following Services from Verizon at the rates set forth below and in quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, under separate individual case basis agreement or formal amendment to this Agreement. Customer shall provide to Verizon at each Customer location suitable and secure space, with suitable environmental conditions and uninterruptible power supply, building entrance facilities and conduit, for placement of the facilities and equipment to be used by Verizon to provide such Service.

Initial Quantity	Service Item	Monthly Recurring Charge	Non-recurring Charge/Unit
653	Analog CentraNet access line	\$12.00	See (d) below
653	Feature Package 1000	\$2.25	See (d) below
439	NARs (Network Access Register or CO Located Trunks) (see note b.)	Tariff	See (d) below

Notes.

- The above rates do not include applicable service order charges, PICC, end user common line charges (EUCL), or any applicable local, state or federal fees, taxes, surcharges or other applicable tariff charges. These charges will be applied per Verizon's applicable Interstate or Intrastate (Washington) tariff(s).
- Customer currently has 653 Analog CentraNet lines in service under a prior agreement. Customer is currently purchasing 439 NARS at tariff rates, terms and conditions per General and Local Exchange Tariff, WN U-17.
- Customer may add additional sites and quantities of service to this Agreement if they are within Verizon's established tariffed local exchange service area in Washington and the Service is technically and commercially available. Additional sites and additional quantities of Service to the sites may be added using Verizon's established ordering procedures. Additional Service (sites and quantities) will be subject to the terms of this Agreement, including applicable minimum quantity requirements and termination liability provisions. Additional quantities of Service installed after the effective date of this Agreement shall be billed the monthly recurring charges shown above in addition to any applicable monthly and non-recurring charges (including Service Order and Line Connection Charges) from Verizon's tariff.
- As this Agreement provides for a continuation of Service provided pursuant to a prior agreement, there are no non-recurring charges for Service installed as of the effective date of this Agreement. Non-recurring charges for new services will be billed at tariff rates.
- As set out above, Customer will be billed, on a per line basis, the prevailing federally mandated Subscriber Line Charge pursuant to the Verizon Telephone Companies FCC 14 tariff. Customer will be provided a Subscriber Line Credit pursuant to Verizon's intrastate tariff, Verizon Northwest Inc. General and Local Exchange Tariff WN U-17, Section 11 at the prevailing credit amount associated with line size 101-200 lines.
- Consistent with regulatory requirements, Customer is required to maintain fifty percent (50%) or more of their assigned CentraNet numbers working at all times in order to retain assignment of their entire block of numbers. The Customer must notify Verizon if their usage levels drop below fifty percent (50%) so action can be taken to reclaim the unused numbers.

2. Minimum Commitment and Shortfall.

Customer shall maintain a minimum quantity of 201 Analog CentraNet Lines in-service at all times during the term of this Agreement. In the event Customer reduces the number of CentraNet Analog Lines in-service to any quantity below this minimum, the basic termination liability charge below is applicable and will be charged based on the number of lines terminated below the minimum. In addition, if Customer's quantity of Analog CentraNet lines in-service falls below 201, this Agreement will terminate and Service will revert to applicable tariff rates, terms and conditions.

3. Effective Date/Regulatory Filing and Review. This Agreement, and any subsequent amendment(s), shall be filed in a timely manner with the Washington Utilities and Transportation Commission (Commission). This Agreement (and any subsequent amendment(s)) shall become effective on either (a) the thirty-first (31st) calendar day after the date of such filing, unless the Agreement (or subsequent amendment) is rejected by the Commission prior to the expiration of thirty (30) calendar days following the date of such filing, or (b) on another date as determined by the Commission. This Agreement shall at all times be subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its lawful jurisdiction.

4. Locations. The Services herein shall be provided to Customer locations within Verizon's tariffed in-franchise incumbent local exchange service areas under the terms hereof. The Services shall be initially provided to Customer under the terms hereof at locations listed below.

Service to other Customer locations, located within Verizon's franchise territory, may be added to this Agreement using ordering procedures previously established between Verizon and Customer, provided that Service to those locations is technically and commercially available.

101 JOHNSON AVE E CHELAN	101 KIRKLAND AV KIRKLAND
10623 68TH ST NE KIRKLAND	1121 205TH ST N. SHORELINE
11224 124TH ST NE KIRKLAND	11617 97TH LN NE KIRKLAND
12424 TOTEM LAKE BLVD KIRKLAND	14003 WDNVL DVL RD NE WOODINVILLE
1519 COMMERCIAL AV ANACORTES	1602 HEWITT AV EVERETT
1803 112TH SE EVERETT	18520 33RD AV W LYNNWOOD
18525 FIRLANDS WY N SEATTLE	19917 OLD OWEN RD MONROE
20708 BTHL-EVRT HWY BOTHELL	20711 BTHL-EVRT HWY BOTHELL
21900 HWY 99 TOP FOODS EDMONDS	222 FERRY SEDRO WOOLLEY
230 FAIRHAVEN AV E. BURLINGTON	26929 102ND AV NW STANWOOD
277 G ST BLAINE	30 WENATCHEE AV S WENATCHEE
306 MAIN EDMONDS	31565 SR 20 OAK HARBOR
320 KINCAID ST W. MOUNT VERNON	3220 188TH ST SW FL 2 LYNNWOOD
3230 172ND ST NE ARLINGTON	3800 HARBOUR PT BLVD SW MUKILTEO
410 MAIN SULTAN	415 STATE AV MARYSVILLE
425 MAIN E PULLMAN	444 CHERRY SUMAS
500 CENTRAL AV S QUINCY	501 OLYMPIC AV N ARLINGTON
513 FIRST ST S. LA CONNER	528 4TH NE CAMAS
620 MONTESANO N WESTPORT	700 FRONT ST LYNDEN
702 CLARK AV S REPUBLIC	708 US HIGHWAY 2 LEAVENWORTH
7110 BOTHELL WAY NE BOTHELL	740 GOERIG WOODLAND
7450 170TH AVE NE REDMOND	7600 QUINAULT AVE W. KENNEWICK
830 WENATCHEE AVE N WENATCHEE	8500 EVERGREEN WY EVERETT
8867 161ST AV NE REDMOND	903 2ND SNOHOMISH
911 161ST ST SE MILL CREEK	