

REDACTED

**AMENDMENT NO. 1
TO THE
SERVICE AGREEMENT
FOR EMERGENCY ALERTING AND CONFERENCING SERVICES
BETWEEN

("CUSTOMER")
AND
VERIZON NORTHWEST INC. ("VERIZON")**

This is Amendment No. 1 ("Amendment No. 1") to the Agreement for Emergency Alerting and Conferencing Services (the "Agreement") between _____ ("Customer") and Verizon Northwest Inc. ("Verizon").

Whereas, the parties entered into the Agreement effective June 21, 2006 (Contract No. 1321ICB) filed on May 18, 2006 in Docket UT-060810), Verizon internal tracking number 2005-354623); and

Whereas, the purpose of this Amendment No. 1 is to extend the term of the Agreement for sixty (60) days.

The parties agree to amend the Agreement as follows:

1) The Agreement is scheduled to expire August 20, 2009. The parties agree to extend the term of the Agreement for an additional sixty (60) days as set forth below. In order for Service to continue without interruption, this Amendment No. 1 must be fully executed and filed with the Commission as soon as possible in order for the Commission to complete its review and approval prior to the August 20, 2009 expiration date. This Amendment No. 1 will not be considered fully executed until signed by both Customer and Verizon.

If this Amendment No. 1 is not approved and effective by August 20, 2009, the Agreement will terminate and Customer's Service will immediately transition to Verizon's general tariff offering, at the minimum term commitment specified therein, unless Customer provides written notice to Verizon to disconnect Service altogether, in which case the disconnection will be implemented and effective August 20, 2009. If Service is not available in Verizon's tariff, Service will terminate.

2) Exclusion of All Warranties and Limitation of Liability. Verizon advises Customer and Customer understands and acknowledges that the equipment used to provide the Service has been manufacture discontinued and Verizon is unable to provide any support or maintenance for the Service. Customer's continued use of the Service is provided as-is, without warranty of any kind whatsoever. Verizon specifically disclaims all warranties of any kind express or implied, including any warranty of merchantability, fitness for particular purpose, or otherwise. Verizon shall have no liability of any kind to Customer for any failure of the Service, whether claim is made in contract, tort, strict liability or otherwise, except for the pro rata portion of the monthly charges that accrue for the Service for such portion of the Extension Term during which the Service was unavailable for use by Customer during such Extension Term.

3) Section 5(e)(v) of Exhibit A to the Agreement, relating to maintenance of the Service, is deleted.

4) Provided this Amendment No. 1 is made effective on or before August 20, 2009, the term of the Agreement shall be extended for the period August 21, 2009 to October 20, 2009 (the "Extension Term"), unless sooner terminated.

5) Customer's monthly recurring charges for Service as set forth in the Agreement will remain in full force and effect for the Extension Term.

EXCEPT AS EXPRESSLY MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

REDACTED

IN WITNESS WHEREOF, Customer and Verizon have caused this Amendment No. 1 to be executed by their duly authorized representatives.

VERIZON BUSINESS NETWORK SERVICES

ON BEHALF OF
VERIZON NORTHWEST INC.

Authorized Signature _____

Title

Date

VP IS / CFO

8/5/09

Authorized Signature _____

Title

Date

Suleiman Hessami
VP Pricing/Contract Management

05 Aug 2009