

REDACTED



**SERVICE AGREEMENT**  
(Intrastate ICB)

Customer Name	The Tulalip Tribes Casino ("Customer")	Main Billing Tel. No:	(360) 651-1111
and address:	10200 Quil Ceda Blvd, Marysville, WA 98271	Agreement No.	2006-368963

**Services.** Customer hereby requests and agrees to purchase from the undersigned Verizon company ("Verizon") the services identified in Exhibit A 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(s). 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 the address specified above, and to Verizon at 20855 Stone Oak Parkway, San Antonio, TX 78258, Attn: Customer Services, Email: [notice@vzw.com](mailto:notice@vzw.com) with copies to Verizon, 22001 Loudoun County Parkway, Ashburn, VA 20147, Attn: Vice President, Legal, and J.D. Braithorn, Account Manager, Verizon, 1800 41<sup>st</sup> Street, MC WA0104SM, Everett, WA 98201. 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. (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 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.

**Tariffs and Limitation of Liability.** 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. In no event shall Verizon be liable for any special, indirect, incidental, or consequential damages arising in connection with this Agreement or the provision of any Services, whether claim is sought in contract, tort (including negligence), strict liability or otherwise. 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:  
THE TULALIP TRIBES CASINO (Customer)

By [Signature]  
Name/title J. VANLE COLLETT  
Date 10/9/06

VERIZON NORTHWEST INC. (Verizon)  
By [Signature]  
Name/title \_\_\_\_\_  
Date 10/5/06 Suleiman Hossami  
VP Pricing/Contract Management

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Exhibit A

Verizon company name: Verizon Northwest Inc. (referred to in this Exhibit as "Verizon")  
State: Washington  
Customer name: The Tulalip Tribes Casino  
ICB Case No.: 2006-368963

Customer is currently receiving Service under a prior agreement which will expire October 11, 2006. As the Service under the prior agreement is not presently available in Verizon's tariff, if this Agreement is not approved and effective by October 11, 2006, the Service must be disconnected and cannot be restored until this Agreement is approved and effective.

Customer must sign and date this Agreement on or before October 9, 2006 or the proposed Service arrangement and pricing will no longer be available.

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.

Quantity	Service Item	Monthly Unit Rate	Non-recurring Charge / Unit
<b>SONET Multi-Protocol Hub Service</b>			
<b>OC12 Single Route CDL Link with Electronics:</b>			
1	OC12 CP Node @ Old Casino (Quilceda Creek Casino)	\$2,075.00	See Note 5(f)(vii)
1	OC12 CP Node @ New Casino	\$2,075.00	See Note 5(f)(vii)
1	OC12 CO Node @ Marysville CO)	\$975.00	See Note 5(f)(vii)
<b>Optical / Electrical Drops (see Section 5(f) below)</b>			
	Gig E 10 Mb / 100 Mb Port per Node	\$18.00	See Note 5(f)(vii)
	Gig E 24 (1000 Mb) Port per Node	\$110.00	See Note 5(f)(vii)
	DS1 Port per Node	\$18.00	See Note 5(f)(vii)
	DS3 Port per Node	\$20.00	See Note 5(f)(vii)

2. **Effective Date/Regulatory Filing and Review.** This Agreement, and any subsequent amendment(s), shall be filed with the Washington Utilities and Transportation Commission (Commission). This Agreement (and any subsequent amendment(s)) shall become effective on either (a) the thirty-first (31<sup>st</sup>) 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.

3. **Service or Term Period.** Customer shall purchase such Services for a period of twenty-four (24) consecutive months from the in-service date. 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.

4. **Termination Charges.** Termination liability applies to all Services under this Agreement with the exception of the Optical / Electrical Drops (which are provided on a month to month basis). For the OC12 CP Nodes and CO Node, if Customer cancels this Agreement in whole or in part or terminates any Services prior to the expiration of the Service Period, Customer shall pay to Verizon a termination charge equal to twenty-five percent (25%) of the applicable monthly rate for the terminated Service multiplied by the number of months remaining in the unexpired portion of the Service Period. 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. Termination charges will not apply if an exception contained in Verizon's applicable tariff applies.

Termination liability will not apply to a Customer upgrade (change to a higher capacity Dedicated Sonet Ring (DSR) service), if all of the following conditions are met:

- (a) A new commitment period commences with the upgrade
- (b) The new expiration date extends beyond the discontinued plan date.
- (c) The new DSR service has at least one customer premise Node and one CO Node in common with the discontinued service(s).

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**5. 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 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.
- b. **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.
- c. **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.
- d. **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.
- f. **Other Conditions.**
  - (i) Service may not be provided until the regulatory commission filing and review is completed as set out in Section 2 above.
  - (ii) Customer is required to provide an adequate entrance facility and proper floor space or backboard for the necessary electronics as per Verizon specifications.
  - (iii) The Service may require an isolated power outlet and adequate grounding location per Verizon specifications.
  - (iv) Optical / Electrical Drops may be added during the Term of the Agreement on a month-to-month basis.
  - (v) Standard service ordering charges as set forth in Verizon's WN U-16 tariff will apply.
  - (vi) Each Optical / Electrical Drop requires one (1) Port with a cross-connect to a common path. A circuit is an end-to-end connection; there must be two (2) connected Drops or ends for each circuit. For each circuit, the MRCs shown above for selected Optical/Electrical Drops will apply twice, one for each Port.
  - (vii) 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.

6. **Locations.** The Services shall be provided to Customer under the terms hereof at the following locations, which are in Verizon's tariffed exchanges service areas in Washington. Other Customer locations, or changes to the Service outside of this Agreement, will be addressed by formal amendment, which will address applicable pricing and other service-related provisions.

Old Casino (Quilceda Creek Casino) 6410 33 <sup>rd</sup> Avenue NE Marysville, WA 98271	New Casino 10200 Quilceda Blvd Marysville, WA 98271	Verizon Central Office Marysville, WA
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