



FIRST AMENDMENT Routing Code: 5V

Customer Name ("Customer")	Main Billing Tel. No:
and address: Redmond, WA 98052	Agreement No. 2009-490873 ICB Case. No.

This First Amendment is to the Service Agreement No. 2008-458182, signed by Corporation ("Customer") and Verizon Business Network Services Inc. on behalf of its affiliates ("Verizon") on January 30, 2009 (the "Agreement"). The parties agree that said Agreement shall be amended as follows:

1. Exhibit A, Section 1 of the Agreement, entitled "Services and Quantity Commitments," is hereby modified as follows:

Revise the existing Ring #2 Rate Table by adding the Rate Table below beneath the existing table (See NOTE IV):

The OC48 Nodes are being upgraded to OC192 Nodes which will be coterminous with the current Agreement. Additionally, Redmonds, WA is a new Node being added to the Agreement.

Rate Element	Quantity ("Q")	Monthly Unit Rate	Monthly Total Rate (Q*Monthly Unit Rate)
Ring #2			
Enhanced OC192 Node @ Redmond WA	1	\$5,980.00	\$5,980.00
Enhanced OC192 Node @ Redmond, WA	1	\$5,980.00	\$5,980.00
Enhanced OC192 Node @ Redmond WA (Verizon CO)	1	\$5,980.00	\$5,980.00
Enhanced OC192 Node @ Redmond, WA	1	\$5,980.00	\$5,980.00
OC 192 Mileage, per airline mile (Mileage charge will apply to new OC192 Node after installation and to existing Nodes after upgrade to OC192 Nodes)	7	\$500.00	\$3,500.00
Total Nodes and Mileage - Ring #2			\$27,420.00
BITS Clocking Service, per location		\$608.00	

NOTE: (IV) The current rates and charges in the Agreement for the Ring #2 OC48 Nodes and mileage shall continue to apply to the locations in the Rate Table above until the locations are upgraded from OC48 Nodes to OC192 Nodes. Once the OC48 Nodes are upgraded to OC192 Nodes, the rates and charges referred to above shall apply.

b) Ports

Add the following additional port speeds to the current Port Pricing Table:

Rate Element	Term Rate	Month-to-Month Rate	
	Monthly Unit Rate	Monthly Unit Rate	Nonrecurring Charge (NRC) per Unit
OC-48 Port	\$1,400.00	\$1,400.00	\$535.00
OC-48c Port	\$1,200.00	\$1,200.00	\$535.00

2. Exhibit A, Section 4 of the Agreement, entitled "Termination Charges" is hereby amended to add the following sentence:

"If Customer disconnects one or more nodes from Ring #2 Customer shall be responsible for an additional termination charge of \$159.00 per Node disconnected times the number of months remaining in the Service Period."

3. Exhibit A, Section 6 of the Agreement, entitled "Locations" is hereby amended to add the following location:

Ring #2

Redmond, WA 98052

4. Customer must execute this First Amendment prior to December 3, 2009, or this First Amendment will expire.

The provisions of this First Amendment are subject to compliance with applicable regulatory filing requirements and receipt of any necessary regulatory and other governmental approvals that may be required under applicable law for such provisions to become effective. All of the other terms and conditions of the Agreement will remain in full force and effect except as expressly amended above.

AGREED AND ACCEPTED:
(Customer)

By _____
Name/title _____
Date 10/29/09

Verizon Business Network Services Inc. on behalf of the
Verizon affiliate listed in Exhibit A

By _____
Name/title Suleiman Hessami
Date 10/30/09 VP Pricing/Contract Management

REDACTED