

AMENDMENT NO. 1
TO THE
AGREEMENT FOR CENTRANET SERVICE
BETWEEN
[REDACTED] ("CUSTOMER")
AND
VERIZON NORTHWEST INC. ("VERIZON")

This is Amendment No. 1 ("Amendment No. 1") to the Agreement for CentraNet Service (the "Agreement") between [REDACTED] ("Customer") and Verizon Northwest Inc. ("Verizon").

Whereas, the parties entered into the Agreement effective August 31, 2007 (Contract No. 1345) filed on August 3, 2007 (Docket No. 071634) Verizon internal tracking number 2007-407703; and

Whereas, the purpose of this Amendment No. 1 is to extend the term of the Agreement for the period on a month to month basis for no longer than twelve (12) consecutive months, unless terminated earlier by either party.

The parties agree to amend the Agreement as follows:

- 1) Customer's monthly recurring charges for CentraNet Service as set forth in Exhibit A, Services and Quantity Commitments, are revised as follows:

Service Item	Monthly Recurring Charge ¹	Charge (NRC) / Unit ⁴
Analog CentraNet Station Lines ²	\$11.50 each	n/a
Digital (ISDN) CentraNet Station Lines ²	\$22.00 each	n/a
CentraNet Feature Package 2000 ²	\$2.50 each	n/a
Station Message Detail Recording (SMDR), per line ³	\$0.50	n/a
Customer Moves, Adds, Changes (CMAC), per line ³	\$0.50	n/a

Service Notes:

¹These charges DO NOT include Federally mandated end user common line charges, any applicable local, state or federal fees, surcharges or other applicable tariff charges (e.g. EUCL, PICC, NAR, SLC, taxes, other applicable tariff rates such as service order charges, optional services, etc). Customer will be billed the prevailing federally mandated end user common line charge or subscriber line charge (SLC) on a per line or NAR basis pursuant to Verizon's applicable tariff. SLC credits apply to Customer's Analog CentraNet lines, as per Verizon's tariff, at the prevailing credit amount associated with line size 101+ lines or the applicable line size category. Tariff services are provided pursuant to the rates, terms and conditions contained in Verizon's then current general tariff offering for the services; tariff pricing is subject to change.

²Each Digital (ISDN) CentraNet line and Analog CentraNet line requires a Feature Package. If Customer wants a CentraNet Feature Package other than Feature Package 2000, Customer may purchase other available CentraNet Feature Packages from Verizon's applicable tariff, at tariff rates, terms and conditions.

³SMDR and CMAC are charged on a per-line basis.

⁴Non-recurring charges are not applicable for those Digital (ISDN) CentraNet and Analog CentraNet lines currently in-service. Any new CentraNet lines will be subject to the standard NRC per tariff rates.

Any additional quantities of Service installed after the effective date of this Amendment No. 1 shall be billed any applicable non recurring charges per Verizon's applicable tariff.

Subscriber Line Credits (SLC) apply pursuant to the WA-U-17 tariff and Customer will be charged a 1:1 Lines to Network Access Register (NAR) ratio. Customer must purchase NARs at applicable tariff rates.

Verizon is in process of decommissioning Instant Call Accounting (ICA) (currently provisioned to Customer under the Agreement as Station Message Detailed Recording ("SMDR")) and Advanced Communications Package (ACP) services. These services will no longer be available to Customer as of December 31, 2008. There is no alternative service available for the Electronic Directory Service feature of ACP. The alternative

service for ICA is SMDR. Upon receipt of Customer's written request, Verizon will convert Customer's ICA service to SMDR. Customer will be responsible for all internal system requirements, including any software and hardware that may be required to enable Customer's conversion to SMDR. Regardless of action taken by Customer, all ICA and ACP services previously provided by Verizon will be disconnected on December 31, 2008.

2) "Minimum Commitment and Shortfall" is deleted and replaced with the following:

"Minimum Commitment and Shortfall. Customer must maintain a minimum quantity of fifty-one (51) Analog CentraNet lines in-service at all times during the initial term of this Agreement. In the event Customer reduces the quantity of CentraNet lines in-service to a quantity below the minimum commitment, the above Monthly Recurring Charge shall not apply, and all Service provided under this Agreement (including Analog and Digital (ISDN) CentraNet Lines, CentraNet Feature Package 2000, SMDR and CMAC) will revert to Verizon's applicable tariff, including tariff rates, terms and conditions for the minimum commitment available under the tariff. If no tariff exists, Service will terminate. If Customer falls below the Minimum Commitment, the basic termination liability charge set out below will apply to Customer's Digital (ISDN) and Analog CentraNet lines."

3) The Agreement will expire February 28, 2009.

If this Amendment No. 1 is not approved and effective by February 28, 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 February 28, 2009. If Service is not available in Verizon's tariff, Service will terminate.

Customer must sign and date this Amendment No. 1 and return it to Verizon on or before February 2, 2009 in order for Verizon to sign and prepare this Amendment No. 1 for filing with the Commission on less than statutory notice. This Amendment No. 1 will not be considered fully executed until signed by both Customer and Verizon.

4) Provided this Amendment No. 1 is made effective on or before February 28, 2009, the term of the Agreement shall be extended for the period March 1, 2009 – March 31, 2009 with automatic monthly renewals for no longer than twelve (12) consecutive months (the "Extension Term"), unless sooner terminated by either party. Either party may terminate the Agreement with thirty (30) days prior written notice to the other party.

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

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

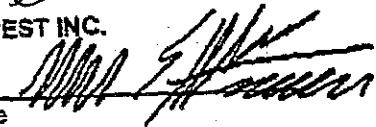
[REDACTED]
[REDACTED]

Authorized Signature
[REDACTED]

Title
1/30/09

Date

Verizon Business Network Services, Inc. on behalf of
VERIZON NORTHWEST INC.

Authorized Signature 
Suleiman Hessami
VP Pricing/Contract Management
Title
02/02/09

Date