

**AMENDMENT NO. 2  
TO THE  
AGREEMENT FOR SONET SERVICE  
BETWEEN  
("CUSTOMER")  
AND  
VERIZON NORTHWEST INC. ("VERIZON")**

This is Amendment No. 2 ("Amendment No. 2") to the Agreement for SONET Service (the "Agreement") between ("Customer") and Verizon Northwest Inc. ("Verizon").

Whereas, the parties entered into the Agreement effective October 12, 2006 (Contract No. 1328) filed on October 9, 2006 (Docket No. UT-030727) Verizon internal tracking number 2006-368963; and also signed Amendment No. 1 to the Agreement on October 31, 2008.

Whereas, the purpose of this Amendment No. 2 is to extend the term of the Agreement.

Pursuant to Section 15, the parties agree to amend the Agreement as follows:

- 1) In order for Service to continue without interruption, this Amendment No. 2 must be fully executed and filed with the Commission on or before May 11, 2009, in order for the Commission to complete its review and approval prior to expiration.

If this Amendment No. 2 is not approved and effective by June 12, 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 June 11, 2009. If Service is not available in Verizon's tariff, Service will terminate.

Customer must sign and date this Amendment No. 2 and return it to Verizon on or before May 8, 2009 in order for Verizon to sign and prepare this Amendment No. 2 for filing with the Commission. This Amendment No. 2 will not be considered fully executed until signed by both Customer and Verizon.

- 2) Provided this Amendment No. 2 is made effective on or before June 12, 2009, the term of the Agreement shall be extended for the period of six (6) consecutive months for the period June 12, 2009 – December 11, 2009 (the "Extension Term"). Customer shall also have the option to extend the Agreement for one additional six month term after the Extension Term, by providing Verizon with sixty (60) days advanced written notice of Customer's intent to extend the Agreement term for another six months.
- 3) Service Rates as set forth in Exhibit A under Section 1, Services and Quantity Commitments, will remain in effect during the Extension Term.

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. 2 to be executed by their duly authorized representatives.

Verizon Business Network  
Services, Inc. on behalf of

<sup>510</sup>  
VERIZON NORTHWEST INC.

Authorized Signature

Authorized Signature

Title

*President & COO*

Suleiman Hessami  
VP Pricing/Contract Management

Title

Date

*5/19/09*

Date

*05/22/09*