

SERVICE AGREEMENT
(Intrastate ICB)

Customer Name	Main Billing Tel. No:
and address:	ICB Case No. 2005-354623

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 as further described in Verizon's applicable tariffs, (the "Services") for the service period stated in the attached Exhibit 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 attached Exhibit(s).

Charges. Customer will pay the rates and charges set forth in the attached Exhibit(s) 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). 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 Verizon Business Services, 20855 Stone Oak Parkway, San Antonio, TX 78258 Attn: Customer Service, Email: notice@mci.com, with copies to Verizon Business Services, 22001 Loudoun County Parkway, Ashburn, VA 20147 Attn: Vice President, Legal and Verizon Northwest Inc., Attn: Garry Corbin, 1800 41st Street, MC WA0104SM, Everett, WA 98201. Notices shall be deemed effective five (5) 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 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.

REDACTED



AGREED AND ACCEPTED:

VERIZON NORTHWEST INC.

By _____

Name/title _____

Date 4-7-06

By _____ 

Name/title — Suleiman Hessami _____

Date _____ VP Pricing/Contract Management _____

5/17/06

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Verizon company name: Verizon Northwest Inc. (referred to in this Exhibit as "Verizon")

State: Washington

Customer name:

ICB Case No.: 2005-354623

Handwritten signatures and dates: *DS* June 21, 2006; *DS* June 21, 2006; *DS* May 15, 2006

Customer is currently receiving Service under a prior agreement which will expire ~~April 22, 2006~~. In order for Service to continue without interruption, this Agreement must be fully executed and filed with the Commission no later than ~~March 23, 2006~~ in order for the Commission to complete its review and approval prior to the ~~April 22, 2006~~ expiration date. As the Service under the prior agreement is not presently available in Verizon's tariff, if this Agreement is not approved and effective by ~~April 22, 2006~~, the Service must be disconnected and cannot be restored until this Agreement is approved and effective.

Customer must sign and date this Agreement and return it to Verizon on or before ~~March 15, 2006~~. This Agreement will not be considered fully executed until signed by both Customer and Verizon.

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.

Service Description: Emergency Alerting and Conferencing Service provides the Customer with the ability to instantly alert all parties connected to the conferencing bridge, and to accommodate quality voice teleconferencing to those parties participating in the wide area bridged conference. The system is designed to allow any conference member to initiate a conference by simply going off hook; at which time all other entities on the system will be alerted. Once answered, the other parties are automatically linked into the conference bridge.

Quantity	Service Item	Monthly Unit Rate	Non-recurring Charge / Unit
1	Emergency Alerting and Conferencing Service provided from Kennewick Highland's Central Office to three (3) locations identified in Section 6 below.	190.97	See Section 5(e)(iii)

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 (31st) 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 on a month to month basis, for a period not to exceed three (3) years from the in-service date. Provided this Agreement is fully executed and effective on or before April 22, 2006, the in-service date shall be April 23, 2006. If this Agreement is not fully executed and effective by April 22, 2006, 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. Should Customer wish to terminate this Agreement prior to the end of the three year not to exceed date, it shall provide Verizon with 30 days notice of the date it wishes to terminate the Agreement.

4. **Termination Charges.** There are no termination charges associated with the Service.

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 with Verizon for the Services is not effective as defined above and Customer has not requested, in writing, discontinuance 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 other Commission-authorized service 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 service commitment period. If there is no applicable tariff or other Commission-authorized service arrangement, then the Service will be disconnected upon the expiration of the Service period for this Agreement if a new agreement is not effective as defined above. (ii) If Customer indicates to Verizon in writing that it desires to negotiate a new contract to continue the Services provided for herein, this Agreement shall automatically be



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extended for a period not to exceed 60 days from the end of the initial term to allow the parties to finalize a new agreement. Written notice must be provided by Customer at least 30 days prior to the end of the original termination date.

c. 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.

d. 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.

e. Other Customer Commitments or Special Terms and Conditions.

- (i) _____ is the Customer for the Services provided hereunder. Customer has advised that it will permit _____ utilize the Services at the locations set forth in Section 6 below. Any access requirements necessary for provision of the Service is the sole responsibility of Customer.
- (ii) The Service is not available for resale as set forth in Section Miscellaneous (f) above. Customer is responsible for this Agreement and all charges associated with the Service.
- (iii) Service may not be provided until Regulatory Commission Approval.
- (iv) As this Agreement relates to existing services, there shall be no non-recurring charges for services installed as of the effective date of this Agreement.
- (v) Verizon will provide maintenance of the Service at no additional charge to Customer. For maintenance service provided by Verizon to identify or correct any failure of the Service caused by facilities or equipment not provided by Verizon, or to repair damage (including equipment replacement), or interruptions to the Service caused by Customer's equipment, negligence or willful misconduct, Customer shall pay to Verizon its then-prevailing rates for time and materials and reimburse Verizon other damages.
- (vi) All Customer wiring and terminal equipment connected directly or indirectly to the Service must be installed in compliance with the applicable rules and regulations of the Federal Communications Commission (FCC) and the Commission.
- (vii) Customer will obtain equipment, as necessary, which is compatible with the Service from another vendor or from Verizon pursuant to a separate agreement. Except as provided in that separate agreement, if any, Verizon is not responsible for interconnection or compatibility of any Customer premises equipment with the Service.
- (viii) All conference entities will be linked to the Kennewick Highland Central Office via tariffed Foreign Exchange facilities and are not included in the charges set forth in this Agreement. The foreign exchange facilities will be billed separately for that specific transport service.
- (ix) Customer may use the Service for internal business purposes only. Customer may not permit use of the Service by any third party except as identified in 5(e)(i) for any purpose and will not allow any direct or indirect access to the Service by any third party.

6. Locations. The Services shall be provided to Customer under the terms hereof at the following locations, which are in Verizon's tariffed exchange service areas in Washington. Other Customer locations may be added to this Agreement only upon mutual assent of the parties.

Customer Locations:

Richland, WA 99352

Kennewick, WA 99336

Pasco, WA 99301

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