



SERVICE AGREEMENT (Intrastate ICB)

Routing Code: 5V

Customer Name and address:	██████████ ("Customer") ██████████ Everett, WA 98203	Main Billing Tel. No:	██████████
		Agreement No.	2009-473887

Services. Customer hereby requests and agrees to purchase from the Verizon company(ies) identified in the applicable Exhibit(s) ("Verizon") the services identified in Exhibit(s) 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(a). 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, Attn: Customer Service, 6415 Business Center Drive, Highlands Ranch, CO 80130. 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. Either party may issue or permit issuance of a press release or other public statement concerning this Agreement provided its contents have been reviewed and agreed upon by the parties.

(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.

Eligibility Criteria for Signing Credit:

1. Customer has spent at least \$295,000 with Verizon for intrastate telecommunications services during the prior calendar year (2008)
2. Customer has had at least 500 Centraxnet lines installed in Washington State with Verizon since 1998.
3. During this Agreement, Customer commits to retaining 250 Centraxnet lines through April 2010.

AGREED AND ACCEPTED:

REDACTED

VERIZON BUSINESS NETWORK SERVICES Inc., on behalf of the Verizon company(ies) identified in the Exhibits and Addenda hereto

By 

Name/Title: Suleiman Hessami
Date: VP Pricing/Contract Management 4/6/09

Date: 4/2/2009



REDACTED

Exhibit A

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

State: Washington

Customer name: [REDACTED]

ICB Case No.: 2009-475887

Customer must sign and date this Agreement on or before August 26, 2009 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. Customer shall provide to Verizon at each Customer location suitable and secure space, with suitable environmental conditions and uninterruptible power supply, building entrance facilities and conduit, for placement of the facilities and equipment to be used by Verizon to provide such Service.

SERVICE RATE STRUCTURE		
Element name:	Non-recurring Charges*	Monthly Rate
CentraNet Service with Feature Package 2000 and NAR, per line	Tariff	\$11.25

*NRC rates do not apply to existing lines

2. **Minimum Commitment and Shortfall.** Customer must maintain a minimum of two hundred fifty (250) Analog CentraNet Station Lines in-service at all times during the term of this Agreement. For each line that is in service, Customer shall pay the Monthly Line Rate set forth in the rate section above. If during any year of the Service Period, Customer does not satisfy the Minimum Commitment set forth above, then Customer shall pay an amount equal to the difference between the lines actually billed for such service and 250 lines that would have been billed for that Service if Customer had satisfied the applicable Minimum Commitment, multiplied by \$11.25.

3. **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.

4. **Service or Term Period.** Customer shall purchase such Services for a period of 12 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. By providing Verizon with at least sixty (60) days written notice prior to the expiration of the Service Period, Customer, at its option, may extend the Service Period for up to a maximum of three (3) additional twelve (12) month periods unless such continuation is not permitted under applicable law or regulation. Termination charges will apply to all Service disconnected prior to the end of the Service Period or any extension thereof.

5. **Termination Charges.** 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 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.



6. **Assigned Numbers.** Customers are required to keep 50% or more of their assigned numbers working at all times in order to remain assignment of their entire block of numbers. Verizon will notify Customer annually if their number of working numbers drops below 50% of their assigned numbers so that action can be initiated by Customer to increase their number of assigned numbers working or by Verizon to reclaim numbers. Numbers shall be considered working if they provide dial tone for a minimum of 90 nonconsecutive days during each calendar year in which they are assigned to Customer.

7. **Additional Lines:** The Customer may subscribe to additional Lines within established Centrex systems serving existing addresses during the contract period in accordance with the rates, terms and conditions contained herein provided installed capacities for loop facilities and switch components are available for such additional Lines. The contract period for all such additional lines of Service shall be coterminous within the contract period set forth herein, unless the parties agree otherwise in writing. Should major additional loop facilities and/or switch components be required, resulting from growth within the existing addresses, Verizon will review the effect of these elements to determine if contract modifications are necessary. Likewise, should new services be required to additional addresses within the established Centrex fundamental wire center boundaries, Verizon will review the effect of these elements for the necessary contract modifications.

8. **One-time Service Credit:** Customer will receive a one time service credit of \$15,275.00 within 120 days from Verizon's receipt of all necessary and required regulatory approvals. The one time service credit will be applied to the main Centranet BTN as identified by the Customer.

9. **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.

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. NAR Ratio must be maintained at a 1:1 ratio.

10. **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 written assent of the parties.

Address
WA
A
A
WA

REDACTED



REDACTED



REDACTED

