

**SERVICE AGREEMENT
Private Switch/Automatic Location Identification (PS/ALI) Service**

State: WA	Agreement #: 2009-488364
Customer Name:	Main Billing Tel. No:
Address: Everett, WA 98201	

Customer must sign and date this Agreement on or before January 25, 2010 or the proposed Service arrangement and pricing will no longer be available. This Agreement shall not be considered fully executed until signed by both parties.

This Service Agreement (the "Agreement") for Private Switch/Automatic Location Identification ("PS/ALI") Service is entered by and between Customer and Verizon Business Network Services Inc. on behalf of those of its affiliated operating telephone companies who will provide services under this Agreement as identified in the Exhibit(s) hereto ("Verizon"). Customer understands and agrees that the PS/ALI Service covered by this Agreement and defined in Scope below can only be provided by Verizon if Verizon is the E-911 database provider for E-911 agencies that serve the Customer locations covered by this Agreement, or when Verizon is not the E-911 data base provider for the E-911 agencies serving Customer's locations, that Verizon is Customer's dial-tone service provider for Customer's locations covered by this Agreement. Customer shall be responsible for determining that it meets these requirements and by executing this Agreement, confirms that it has so verified. In the event, after execution of this Agreement, the parties determine Customer does not satisfy the requirements identified herein for each of the locations under the Agreement, Verizon shall have no obligation to provide PS/ALI Service to the locations which do not meet the requirement.

1. Scope. Verizon shall provide PS/ALI Service in accordance with the terms of this Agreement, as further described in the Exhibit(s) to this Agreement and if applicable, in Verizon's tariffs, and subject to Verizon's receipt of any necessary regulatory and other governmental approvals required to provide PS/ALI Service under the terms hereof.

2. Regulatory Matters. In the event a legislature, regulatory agency, court or other entity (by promulgation of a law, regulation, rule, order or otherwise) materially and adversely changes the rights, obligations or risks of Verizon hereunder, then Verizon in its discretion may terminate this Agreement in whole or in part by providing written notice to Customer. The rates for PS/ALI Service must at all times meet the minimum rates permitted under any applicable law, regulation or order. In the event Verizon determines that an adjustment to the rates provided hereunder is necessary to meet the minimum rate requirements, then the parties will enter into good faith discussions regarding modifications to the rates in an effort to satisfy the minimum rate requirements. Any modifications to the rates hereunder shall apply prospectively and will be reflected in an amendment to the Agreement. If the parties fail to enter into a mutually agreeable amendment, then Verizon may terminate this Agreement by providing written notice to Customer. When tariff rates are referenced, they shall mean prevailing tariff rates without any discounts, promotional offerings, or other reductions. Verizon will file this Agreement with the applicable regulatory authorities, if such a filing is required by law.

3. Effective Date/Regulatory Review. Verizon's provision of PS/ALI Service hereunder shall be subject to receipt of all necessary regulatory and other governmental approvals that may be required prior to the provision of such Service under the terms hereof. This Agreement (and any subsequent amendment(s)) shall become effective on the date after the Agreement is fully executed and Verizon has received all required regulatory approvals (the "Effective Date"). This Agreement shall at all times be subject to such changes or modifications by the applicable state regulatory commission ("Commission") as the Commission may from time to time direct in the exercise of its lawful jurisdiction.

4. Service Period. Customer shall purchase PS/ALI Service for a Service Period defined in Exhibit B.



5. Charges. Customer will pay the rates set forth in Exhibit B attached hereto and incorporated herein and any applicable tariffs (which, if applicable, are incorporated herein), and will pay all applicable taxes and/or surcharges.

6. Assignment. 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 PS/ALI Service 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.

7. Confidentiality and Publicity. 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. Neither party shall publish or use any advertising, sales, promotions, press releases or other publicity material that describe this Agreement without the prior written approval of the other party. Each party agrees that it will not without the prior written consent of the other party in each instance, use the other party's name, trademark, service mark, or logo in any of its advertising, publicity or marketing materials.

8. Location(s). PS/ALI Service will be provided for use by Customer at the Locations of Service section of Exhibit B. The rates and other terms of this Agreement shall apply only to these locations.

Customers may add additional locations or numbers within the state jurisdiction(s) identified in this Agreement provided Verizon is the E-911 database provider for E-911 agencies serving such additional locations or in instances where Verizon is not the E-911 data base provider for the E-911 agencies serving Customer's locations, then Verizon is Customer's dial tone service provider for such additional locations. Customer shall be responsible for determining that such additional locations meet these requirements and shall verify to Verizon that such additional locations meet the requirements. Customer may add or remove telephone numbers and locations by providing a letter of notification to the Verizon E-911 System Administration at dbmc-ca-fl-request@verizon.com. Notification must include all information in the "Locations of Service Table" set forth in this Agreement. There are no additional charges to add numbers or locations provided the locations are within the state(s) identified in this Agreement; the terms and conditions of this Agreement shall apply to such added locations and/or numbers.

9. Choice of Law. This Agreement will be construed and enforced in accordance with the laws of the jurisdiction in which PS/ALI Service is provided.

10. 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 Business Services, 6415-6455 Business Center Drive, Highlands Ranch, CO 80130, Attn: Customer Service, email: notice@verizonbusiness.com, with copies to:

Verizon Business Services
 2201 Loudoun County Pkwy
 Ashburn, VA 20147
 Attn: Vice President, Legal

Notices shall be deemed effective five (5) business days after such mailing.

11. Contingency. Verizon shall not be liable for Service failures caused by fires, floods, unusually severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond its reasonable control.

12. Additional Terms and Conditions

12.1 Payment. The applicable Verizon telephone company will invoice Customer when Service provisioning has been completed and the Service is available for Customer's use. Payments will be due net thirty (30) days from the date of the invoice, unless a different date appears on the invoice. Payments received after the



due date may be subject to a late payment charge. The charges identified in Exhibit B do not include applicable taxes, surcharges, and other amounts due under law, which Customer agrees to pay in addition to the identified charges.

12.2 Limited Warranty. VERIZON WARRANTS THE SERVICES WILL FUNCTION SUBSTANTIALLY IN ACCORDANCE WITH OFFICIAL SERVICE DESCRIPTIONS. IF ANY SERVICE(S) DO NOT FUNCTION SUBSTANTIALLY IN ACCORDANCE WITH APPLICABLE SERVICE DESCRIPTIONS THROUGH NO FAULT OF CUSTOMER OR ITS AGENTS, A CONDITION EXCUSED UNDER THE SECTION TITLED "CONTINGENCY" (ABOVE), OR DUE TO SCHEDULED MAINTENANCE, VERIZON'S SOLE OBLIGATION IS TO REPAIR THE AFFECTED SERVICE(S) AT ITS EXPENSE. THIS LIMITED WARRANTY IS VERIZON'S EXCLUSIVE WARRANTY AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY. VERIZON HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

12.3 Limitation of Liability. VERIZON WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS, INFORMATION, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE BASED UPON BREACH OF CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, EVEN IF VERIZON HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. VERIZON'S LIABILITY TO CUSTOMER FOR ANY OTHER DAMAGES DUE TO FAILURES IN THE SERVICES ARISING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO CUSTOMER'S PROVEN DIRECT DAMAGES OR ONE THOUSAND DOLLARS (\$1,000) WHICHEVER IS LESS. VERIZON MAY FROM TIME TO TIME PROVIDE TRAINING, ADVICE, MAKE RECOMMENDATIONS OR SUPPLY OTHER ANALYSIS RELATED TO THE SERVICES IN THIS AGREEMENT AND WHILE VERIZON SHALL USE REASONABLE EFFORTS IN THIS REGARD, CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS LIMITATION OF LIABILITY APPLIES TO THE PROVISION OF SUCH ADVICE, RECOMMENDATIONS AND ANALYSIS.

12.4 Indemnification. Customer shall indemnify, defend and hold harmless Verizon, its officers, employees and designated representatives from any and all claims, suits, actions, damages, liabilities, expenses and costs of any kind, including litigation costs and reasonable attorney's fees, arising out of any claims relating to Customer's information or lack of information on, or Customer adds to, changes to and/or deletes from the E-911 database.

12.5 Title. Verizon and/or its suppliers, own all rights, title, and interest in equipment, software, and facilities used by Verizon to provide PS/ALI Service.

12.6 Tariffs. In states where PS/ALI Service is not currently subject to a filed tariff, if during the Service Period a governmental body properly requires PS/ALI Service to be provided under tariff, Verizon may terminate PS/ALI Service under this Agreement or cause the preparation and filing of an appropriate tariff in accordance with law. If Verizon elects to file a tariff, the tariff will supersede this Agreement prospectively when the tariff becomes effective under law.

13. Resale. Except as otherwise required by applicable law or regulation, PS/ALI Service may not be resold by Customer.

14. Entire Agreement. This Agreement supersedes all prior agreements between Verizon and Customer for the PS/ALI Service provided hereunder. This Agreement (including the Exhibit(s) and Attachment(s) hereto and any tariffs or guides incorporated by reference) constitutes the entire agreement between Customer and Verizon and shall supersede all prior oral or written quotations, communications, understandings or agreements on the subject matter hereof. Each party represents that its execution of this Agreement is based solely on its independent assessment of the rights and obligations expressly set forth herein and not of any other oral or written quotations, communications, understandings or agreements. Except as provided herein, this Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

IN WITNESS WHEREOF, duly authorized representatives of each party have caused this Agreement to be executed by their duly authorized representative as of the Effective Date.



VERIZON BUSINESS NETWORK SERVICES
INC. on behalf of the Verizon entity(ies) identified
in the attached Exhibit(s)

By:

By: 

Name: _____

Name: Suleiman Hessami

ASPC

Title: *VP, ITS Infrastructure Solutions*
Management

Title: Vice President - Pricing/Contract

Date: 8/12/2009

Date: 02 Sept 2009



REDACTED



EXHIBIT A**DESCRIPTION OF SERVICE, ROLES AND RESPONSIBILITIES
PS/ALI SERVICE**

1. Description of Service. Private Switch/Automatic Location Identification Service (PS/ALI) is an Enhanced 911 (E-911) service that allows a Private Switch (PS) located on Customer's premises, or a Centrex leased by Customer, to send automatic number identification (ANI) information to the E-911 database for individual user stations for the purpose of providing specific site or station location information on an E-911 call to the appropriate Public Safety Answering Point (PSAP). PS/ALI Service provides Customer with access to the Verizon E-911 database so that it may develop and maintain its own E-911 database records. A Fault Resistant/Data Base Management System (FR/DBMS) Private Switch Interface is used to enter Telephone Number information into the database. Customers must meet all technical specifications and regulations for 911 service as published by 911 Governmental Agencies and Verizon. Where required, specialized Customer Premises Equipment (CPE) network interfaces must be provided by Customer.

2. Roles and Responsibilities – Customer

- 2.1 Customer will provide all information requested by Verizon to provide the Service, including a Customer specific National Emergency Number Association (NENA) Company ID.
- 2.2 Customer is responsible for establishing a location responsible for administration of Customer and end user records ("Administration Site").
- 2.3 At the Administration Site, Customer will provide a computer equipped with an internet connection which will be used to create and transmit end user information to the Verizon E-911 database.
- 2.4 Customer shall verify that Verizon is the E-911 database provider for the E-911 agencies serving the locations identified below, or that Verizon is Customer's dial-tone service provider for locations and telephone numbers identified below.
- 2.5 Customer is responsible for notification to the local 911 entity that Customer is a PS/ALI subscriber.
- 2.6 Customer will gain access to the Verizon E-911 database only by using the security procedures provided by Verizon.
- 2.7 If using a PBX, the PBX must use Direct Inward Dial (DID) numbers.
- 2.8. If using a PBX, Customer is responsible for coordinating with its PBX vendor to configure its PBX to send station-level ANI for 911 calls.
- 2.9 Customer is responsible for the operation of any hardware and software it may obtain from third-party vendors to build and maintain a location database for each DID behind the PBX.
- 2.10 Customer is responsible for implementation and ongoing administration of all data management associated with the Service and providing advanced written notice to Verizon of any changes in Customer's Local Service Provider.
- 2.11 Customer is responsible for maintaining the accuracy of the data by updating the database with changes and new information.
- 2.12 Customer is responsible for any testing required to verify that the station-level telephone number and address displayed at the PSAP are correct.
- 2.13 Customer will provide all current telephone number and address data, as well as changes and new information, in a timely manner, in accordance with Verizon's specified format and procedures.



- 2.14 Customer will notify Verizon of all errors, defects and malfunctions of which it becomes aware.
- 2.15 If Customer's Local Service Provider at the locations covered by this Agreement is a provider other than Verizon, then Customer understands and agrees that it shall notify the applicable Local Service Provider, obtain its concurrence to "unlock" all necessary ANI numbers, and make any other necessary or appropriate arrangements with that Local Service Provider to enable Verizon to provide the PS/ALI Service requested under this Agreement. Upon Customer's request, Verizon will provide Customer with a form of letter to use in order to satisfy the requirement of this paragraph.

3. Roles and Responsibilities – Verizon

- 3.1 Verizon will provide Customer with a Login ID, file naming conventions and instructions to download the digital certificate.
- 3.2 Verizon will review the PS/ALI database management process and the PS/ALI guide with Customer via conference call.
- 3.3 If Verizon becomes aware of any errors in the records provided by Customer, Verizon will return such records to Customer for resolution. The Service does not include, and Verizon does not undertake, extraordinary tasks of inspection or constant monitoring to discover errors, defects or malfunctions in Customer's data management system/process. Verizon shall in no way be responsible for any deficiency of the PS/ALI Service hereunder caused by an error, defect, limitation, or other condition of Customer-provided communications equipment.

4. General

- 4.1 The facilities and systems Verizon uses to provide PS/ALI Service will be exclusively of Verizon's choosing. Verizon may at any time substitute facilities or systems used to provide the Service, or it may substitute comparable service for the Service being provided to Customer.
- 4.2 Verizon reserves the right to perform maintenance at any time, at its discretion, when it believes such maintenance is necessary to maintain the Service.
- 4.3 Customer and Verizon agree to comply with all applicable Federal, State, and local laws, regulations, and codes in performance of this Agreement.
- 4.4 The Service is offered solely as an aid in providing station specific location detail on the 911 Automatic Location Identification record in the 911 database for the telephone numbers listed in this Agreement and does not create any relationship or obligation, direct or indirect, express or implied, to any person or legal entity other than with Customer, as described in this Agreement. Verizon's provision of PS/ALI Service shall not be interpreted, construed, or regarded as creating an obligation by Verizon to any third person or legal entity other than with Customer.
- 4.5 Verizon shall not be held accountable for emergency service(s) response to a request for emergency service in connection with fire, police and any other emergency services based on display of the 911 ALI record at a Public Safety Answering Point.



**EXHIBIT B
PS/ALI SERVICE APPLICABLE RATES, CHARGES, LOCATIONS**

Verizon company name: Verizon Northwest Inc. ("Verizon")
State: Washington
Customer name:
ICB Case No.: 2009-488364

1. PS/ALI Service and Quantity Commitments. Customer agrees to purchase PS/ALI Service from Verizon at the rates set forth below and in the quantities set forth below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, at Verizon's then-current retail rate.

Quantity	Service Item	Non-recurring Charge (NRC)/Unit
1	PS/ALI Database access set-up and access management	\$2,500.00
	This service does not include trunks or lines to deliver the voice E-911 call.	

2. Billing and Payment. The NRC identified above shall apply on a statewide basis for establishing PS/ALI Service for Customer in the state covered by this Exhibit. Any back-billing limitations otherwise applicable to PS/ALI Service shall not apply under this Agreement.

3. Service Period. Customer shall purchase PS/ALI Service for a period of sixty (60) consecutive months from the in-service date (the "Service Period"). The in-service date shall be the date, after the Effective Date defined above in the Service Agreement, on which Verizon's provisioning has been completed and the Service is available for Customer's use.

4. Termination of PS/ALI Service. Customer may terminate PS/ALI Service at any time by providing written notice to Verizon. PS/ALI Service will be deemed terminated at the end of the next billing cycle following receipt by Verizon of the written notice from Customer. Upon termination, any outstanding charges, including any outstanding balance of any non-recurring charges, shall be due and payable in one lump sum within thirty (30) days of billing. If Customer changes or cancels the Service under this Exhibit prior to the in-service date, Customer will pay to Verizon all costs associated with contract and service preparation up to the date of cancellation. The date of cancellation shall be the date Verizon receives written notification from Customer.

5. Additional Provisions

- 5.1 **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.
- 5.2 **Service Continuation.** (i) If, at the time of expiration of the Service Period, a new agreement or tariffed service arrangement with Verizon for PS/ALI Service is not effective as defined in the Agreement and Customer has not requested, in writing, disconnection of PS/ALI Service, then PS/ALI Service 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 PS/ALI Service 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 PS/ALI Service 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 PS/ALI Service 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. 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, notice may be by facsimile or electronic mail.

5.3 **Detariffing.** If PS/ALI Service provided hereunder is subject to a filed tariff and if during the Service Period such PS/ALI Service becomes 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.

5.4 **Incorporation of Rules and Regulations.** The parties acknowledge that PS/ALI Service is not provided by Verizon Northwest Inc. pursuant to a service-specific tariff, and that the terms and conditions and the rights and liabilities of the parties as set forth in all applicable tariffs now or hereafter filed with the Washington Utilities and Transportation Commission and the additional terms and conditions set forth in Section 12 of the Service Agreement therefore apply. In the event of a conflict between the terms of any such tariffs and this Agreement, the terms of this Agreement shall control to the extent permitted under applicable law.

6. **Locations of Service.** The PS/ALI Service and charges set forth in this Exhibit are applicable to Customer at the following locations ("Locations of Service").

PRIMARY TN	ADDRESS(ES)	TN RANGES	DIAL TONE SERVICE PROVIDER	E-911 DATABASE PROVIDER
	Everett, WA 98201		Verizon Northwest Inc.	Verizon Northwest Inc.

REDACTED

