



FIRST AMENDMENT

Customer Name [REDACTED] ("Customer")	Main Billing Tel. No: N/A
and address: [REDACTED]	Agreement No. 2009-471255 (in conjunction with ICB-Case.No. 2008-445782)

This First Amendment is to the Service Agreement No.2007-407934, signed by [REDACTED] ("Customer") and Verizon Business Network Services Inc. on behalf of the Verizon entities in the Exhibits ("Verizon") on September 17, 2007, (the "Agreement"). The parties agree that said Agreement shall be amended as follows:

1. Section 1 of Exhibit A to the Agreement, entitled "Service and Rates," subsection A, "Primary Rate Interface With or Without Access- Flat Rate Voice PRI Port Plus PRI DSI Facility" is hereby amended as follows:

Delete the pricing option for [REDACTED] as Verizon no longer offers PRI Services in [REDACTED] under this Agreement.

Add the following pricing option to the existing Pricing Table:

WA	Verizon Northwest, Inc.	PRI T&V Flat Rate with DSI	\$389
----	-------------------------	----------------------------	-------

2. Section 1 of Exhibit A to the Agreement, entitled "Service and Rates," subsection B "Usage and Primary Rate Interface With or Without Access Bundled Solution" is hereby amended as follows:

Delete the Pricing option for [REDACTED] as Verizon no longer offers PRI Services in [REDACTED] under this Agreement.

3. The list below represents the quantities of PRIs to be added to the Agreement in each state from [REDACTED]

JUR	QTY of [REDACTED]
-----	-------------------

REDACTED

WA	2*
----	----

\* Only 1 PRI is from [REDACTED] the other is for a Customer location.

4. This First Amendment shall expire if not executed by Customer prior to March 31, 2009.

The provisions of this First Amendment are subject to compliance with applicable regulatory filing requirements and receipt of any necessary regulatory and other governmental approvals that may be required under applicable law for such provisions to become effective. All of the other terms and conditions of the Agreement will remain in full force and effect except as expressly amended above.

AGREED AND ACCEPTED:

ICB-Amdt (060704)

RFM 3-13-2009

REDACTED

[Redacted] (Customer)

VERIZON Business Network Services Inc. on behalf of the  
Verizon companies in the Exhibits to the Agreement

By [Redacted]

By [Signature]

Name/title [Redacted]

Name/title Suleiman Hessami  
VP Pricing/Contract Management

Date 3/17/09

Date 18 Mar 2009



ORIGINAL

SERVICE AGREEMENT

Customer Name:	[REDACTED] ("Customer")		
Address:	[REDACTED]	ICB Case No.	2007-407534
	[REDACTED]		
	[REDACTED]		

**Agency Relationship.** Under the Managed Network Services Agreement between [REDACTED], and [REDACTED], dated December 12, 2002, [REDACTED] has authorized [REDACTED] as its agent for the purpose of negotiating, executing, and administering agreements with third party service providers for carrier services on behalf of Bank of America.

**Services.** Customer hereby requests and agrees to purchase from the undersigned Verizon company ("Verizon") the services identified in Exhibit(s) attached to this Agreement, and in any Addendum expressly made a part hereof, and as further described in Verizon's applicable tariffs, (the "Service") for the service period stated in the Exhibit(s) 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 Service under the terms hereof. The Service will be provided under the terms of this Agreement to the Customer locations specified in the attached 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 Service. If Customer cancels or terminates this Agreement or any Service 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).

**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 National Contracts Repository, MC: HQW02L25, 700 Hidden Ridge, Irving, TX, 75038, and to Customer at the following address: 5400 Legacy Drive, Plano, TX 75024, Attn: Manager, Contracts Administration, Fax # 972 605-5187. 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.
- (b) In the event of any claim or dispute, the laws 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 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.
- (f) Except as otherwise required by applicable law or regulation, the Service provided hereunder may not be resold by Customer.

**Tariffs and Limitation of Liability.** The terms and conditions that shall apply in connection with the Service, and the rights and liabilities of the parties, shall be as set forth herein and in all applicable tariffs or price lists ("tariffs") now or hereafter filed with the applicable state regulatory commission and/or the Federal Communications Commission. Except for payment by Customer of amounts owed to Verizon for services provided under this Agreement, neither party shall be liable for any special, indirect, incidental, or consequential damages arising in connection with this Agreement or the provision of any Service, whether claim is sought in contract,



REDACTED

tort (including negligence), strict liability or otherwise. This Agreement (including the Exhibit(s) attached hereto and any Addendum(a) 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.

AGREED AND ACCEPTED:

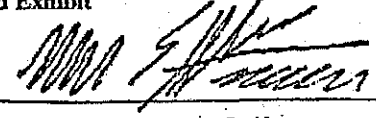
[REDACTED] ("Customer"), identified in the Exhibit(s) and Addenda attached hereto

By \_\_\_\_\_ REDACTED \_\_\_\_\_  
Name/title \_\_\_\_\_  
Date 09/13/07

[REDACTED] ("Customer"), identified in the Exhibit(s) and Addenda attached hereto

By \_\_\_\_\_ REDACTED \_\_\_\_\_  
Name/title \_\_\_\_\_  
Date 09/13/07

Verizon Business Network Services Inc. on behalf of  
Verizon Incumbent Local Exchange Carriers identified  
in the attached Exhibit

By  \_\_\_\_\_  
Name/title: \_\_\_\_\_ Suleiman Hessami  
VP Pricing/Contract Management  
Date 09/17/2007

REDACTED



Verizon company name: See Verizon Incumbent Local Exchange Carriers ("ILEC") identified below (collectively referred to herein as "Verizon")

States: See below

Customer name: [REDACTED]

Case No.: 2007-407534

1. **Service and Rates.** Customer agrees to purchase and Verizon agrees to furnish the intraLATA, intrastate Services identified in this Exhibit at the rates and locations identified below and in quantities sufficient to satisfy the requirements set forth below for the Service Period identified in this Exhibit. Any other work, services or facilities required will be provided subject to prevailing tariff rates (and/or price list where applicable), and charges or, if no tariff is applicable, other commission authorized rates, terms and conditions then in effect. 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.

**A. PRIMARY RATE INTERFACE WITH OR WITHOUT ACCESS - FLAT RATE VOICE**  
PRI Port Plus PRI DS1 Facility:

State	ILEC	Service Item	Monthly Unit Rate (each)
REDACTED			

NOTES:

Matrix National PRI\_10-12-06



- (i) Nonrecurring charges are included in the Monthly Unit Rate. Applicable current tariff nonrecurring charges and other charges such as, but not limited to, Channel Activation, Activity Charges and Change charges for optional features and reconfigurations will apply during the Service Period to any change to initial Customer configuration.
- (ii) For [REDACTED], service can be used for local PRIs or Out Of Calling Scope PRI Access Systems.
- (iii) For All States: Calling Line Identification (CLID) Number with or without Name and twenty (20) DID numbers per PRI are included in the Monthly Unit Rate. Verizon reserves the right to charge the applicable tariff rates for DID numbers in excess of 20 per PRI.
- (iv) FX transport and mileage is additional and provided at tariff rates.
- (v) Customer shall pay all applicable taxes, fees, and charges, including the Federal End User Common Line Charges and FCC surcharges.

**B. USAGE AND PRIMARY RATE INTERFACE WITH OR WITHOUT ACCESS BUNDLED SOLUTION:**

State	ILEC	Service Item	Monthly Unit Rate (Each)	Monthly Local Usage Minutes	Additional Local Usage Minutes
<p><b>REDACTED</b></p>					

\* "Term and Volume" refers to the specific tariff name and does not indicate any additional Customer commitment.

**NOTES:**

- (i) The Monthly Unit Rate includes: (a) DID trunk terminations where applicable; (b) up to an average quantity per PRI line of local usage minutes specified above for each state for each month during each one (1) year of the Service Period; (c) Calling Line Identification (CLID) Number with or without Name is included in the Monthly Unit Rate; and (d) twenty (20) DID numbers per PRI. Verizon reserves the right to charge the applicable tariff rates for DID numbers in excess of 20 per PRI.
- (ii) Nonrecurring charges for the installation of newly installed PRIs are included in the Monthly Unit Rate. Applicable current tariff nonrecurring charges and other charges such as, but not limited to, Channel Activation, Activity Charges and Change charges for optional features and reconfigurations will apply during the Service Period to any change to initial Customer configuration.
- (iii) Additional Local Usage Minutes Charges are calculated on a state by state basis and measured on an annual basis during each one (1) year of the Service Period. If Customer's total local usage minutes billed by Customer's billing



- telephone numbers ("BTN") specified below for any state exceeds an average (total minutes of use billed and divided by twelve (12)) per PRI line per month of the allocated quantities applicable to such state for local usage minutes during any one (1) year of the Service Period, Customer shall pay to Verizon additional usage charges at the applicable rate for Additional Local Usage Minutes for each such one (1) year period ("Additional Usage Charges").
- (iv) The rates set forth above for Usage and Primary Rate Interface Bundled Solution Services are available to Customer within Verizon's tariffed in-franchise incumbent local exchange service areas. Prevailing tariff rates or, if no tariff is applicable, other commission authorized rate(s) applies to all other Customer billing telephone numbers and locations.
  - (v) For [REDACTED] Customer commits to maintain annual total communications billings in excess of \$100,000 and billings for current and proposed services provided by Verizon of \$10,000 or more. Customer represents that it satisfies this requirement at the date of this Agreement and throughout the Service Period.
  - (vi) For [REDACTED], Customer commits to annually spend \$10,000 and above on Verizon telecommunications services throughout the Service Period.
  - (vii) For [REDACTED], Services shall be purchased pursuant to the [REDACTED] Business Discount Plan.
  - (viii) FX transport and mileage is additional and provided at applicable tariff rates or applicable informational rates on file with the Commission.
  - (ix) Customer shall pay all applicable taxes, fees, and charges, including the Federal End User Common-Line Charges and FCC surcharges.

**2. Effective Date/Regulatory Filing and Review.** This Exhibit will be effective in all states when this Agreement is last signed, except where subject to prior regulatory filing requirements and/or review. If a regulatory filing and/or review is necessary in any state, this Exhibit will be effective in such state on filing or receipt of necessary regulatory or other governmental approvals as applicable.

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 does not receive governmental or regulatory approval required by law in any state within one hundred twenty (120) days after execution by both parties, 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.

**3. Service Period and Ordering of Additional Services.** Customer shall purchase the Services commencing in each state upon the execution of this Agreement, installation of the Services (if not previously installed and cutover), and receipt of all necessary regulatory and other governmental approvals that may be required prior to the provision of such Services under the terms hereof. The parties agree that the Service Period shall commence on the date Verizon receives all regulatory approvals required to provide Services under the rates and terms of this Agreement in all states identified herein or one hundred twenty (120) days after the Agreement is fully executed, whichever is earlier, and shall expire twenty-four (24) months thereafter ("Service Period"). In the event that this Agreement is not approved in one or more states with one hundred and twenty (120) days after this Agreement has been fully executed, and Customer believes that such failure will result in its inability to meet the Minimum Quantities specified herein, Customer may request that the parties negotiate in good faith to renegotiate the rates, terms and conditions so that Services may continue in the other states where the Agreement has been approved. Customer must notify Verizon within fifteen (15) days after the expiration of the one hundred twenty (120) days from execution of the Agreement that Minimum Quantities cannot be met without the state(s) that did not receive regulatory approval. In the event such renegotiation does not result in a new agreement between the parties within that time period, this Agreement shall terminate without liability to either party other than payment for Services rendered in any state prior to termination.

Subject to the terms set forth in this Exhibit, Customer may order additional units of Service at the rates set forth above, at any time during the Service Period, subject to the availability of suitable facilities. The Service Period for all Services ordered hereunder shall be coterminous. By providing Verizon with at least sixty (60) days written notice prior to the expiration of the initial Service Period, Customer, at its option, may extend the Service Period on a month-to-month basis for up to a maximum of twelve (12) additional months. Customer may terminate the month-to-month extensions at any time for any reason.

**4. Credits:** Customer will receive a credit per PRI based on the quantity of PRIs invoiced each month beginning with the Service Period commencement date. The net effective rate for PRI service is shown below for illustrative purposes only. The credit will be applied in accordance with the following tiered schedule:

PRI Qty Invoiced Across States	Monthly Unit Rate	ILEC Credit per PRI/unit	Monthly Unit Net Effective
500-749		REDACTED	.00
750-999			.00

Matrix National PRI\_10-12-06



1,000-1,200	\$	REDACTED
>1,200	\$	

Customer will be billed \$389.00 plus EUCL for all PRIs regardless of quantity. The first year's credits will be provided as a true up following the end of the first year. The credits for the second year will be provided as a true up following the end of the second year. A final "true up" will occur following the end of the 36<sup>th</sup> month to address the monthly extensions (if any).

5. **Minimum Quantity.** The rates herein are contingent upon Customer purchasing a minimum quantity units of Service, as listed below, exclusive of Optional Features, across the states identified in this Exhibit A (the "Minimum Quantity"). Customer may order additional Services in accordance with the provisions of this Agreement and provided Customer maintains at least the Minimum Quantity of Service, Customer may disconnect individual units of Service at any time during the Service Period, or any optional extension of the Service Period.

Customer will commit to the following minimum quantities of PRIs commencing with the actual Service Period commencement date (the "Minimum Quantity"):

Month of Agreement	Minimum Quantity
Month 1 through 6	500 minimum per month
Month 7 through 12	750 minimum per month
Month 13 through 18	1,000 minimum per month
Month 19 through 24	750 minimum per month

Note: If the contract is extended on a month-to-month basis, the minimum commitment during the extension months will be 300 PRIs/month.

6. **Annual Review and Shortfall.** Customer's accounts will be reviewed on an annual basis at each anniversary of the commencement of the Service Period. Should Customer fall short of the applicable Minimum Quantity above (including any month-to-month extensions), Customer will pay the Shortfall per PRI per the table below for each PRI below the Minimum Quantity for each month a shortfall exists.

Months in Service Period	Minimum Quantity Per Month	Shortfall per PRI below the Minimum Quantity
Months 1 through 6	500	\$
Months 7 through 12	750	\$
Months 13 through 18	1000	\$
Months 19 through 24	750	\$
Months 25 through 36, if right to extend is exercised	300	\$

REDACTED

7. **Application of Shortfall and Tiered Credits.** All Shortfall and Tiered Credits will be applied to the following states/BTNs based on the percentages shown:

State	BTN*	Percentage
New York	212 503-7000 570	
New Jersey	201 553-0597 939	
Massachusetts	617 434-1000 932	
Pennsylvania	570 496-7080 228	
Virginia	804 515-2000 134	

REDACTED

The following is an example of Shortfall and Tiered Credit calculations for illustrative purposes only:





Example of annual Shortfall and True-up calculations for informational purposes only (assumes 7/1/2007 Service Period commencement date):

Month	Total # of PRIs Invoiced per Goldmine	Minimum Commitment (# PRIs)	Applicable Shortfall Rate	# PRIs Short	Shortfall Liability Due	True-up Credit Amount per PRI	Total True-up Credit Amount per Month
Jul-07					\$		
Aug-07					\$		
Sep-07					\$		
Oct-07					\$		
Nov-07					\$		
Dec-07					\$		
Jan-08					\$		
Feb-08					\$		
Mar-08					\$		
Apr-08					\$		
May-08					\$		
Jun-08					\$		
<b>Year 1 Totals</b>					\$		

REDACTED

REDACTED

Year 1 Credit/Charge Application:	% per State	Shortfall Amount	True-up Credit	Net Credit Due
BTNXXXXXXXXXX				
BTNXXXXXXXXXX				
BTNXXXXXXXXXX				
BTNXXXXXXXXXX				
BTNXXXXXXXXXX				

REDACTED

Totals for Application

REDACTED

**8. Shortfall Charges Payment.** Verizon will issue an invoice to Customer for any Shortfall Charges due hereunder which shall be due and payable in one lump sum within thirty (30) days of billing. Failure by Customer to pay any such Shortfall in accordance with this Agreement, unless Customer is actively disputing such Shortfall charges with Verizon, shall constitute a default of this Agreement, which, if not cured within thirty (30) days after notice, shall constitute grounds for termination of this Agreement or Exhibit by Verizon for default. Upon a termination by Verizon for such default, Customer shall be responsible for payment of the required Shortfall, and the Services shall thereafter revert to and be governed by Verizon's applicable tariff rates, terms and conditions then in effect.

**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 rates, informational rates on file with the Commission or other Commission-authorized rate(s) for the minimum service commitment period available. The applicable tariff or 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 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 or any optional extension of the Service Period of this Agreement. If, upon expiration of the Service Period or any optional extension 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 or any optional extension of 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 continue more than twelve (12) months after the expiration of the Service Period or any optional extension of the 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, the Service Period or any optional extension of the Service Period shall automatically be extended for a period not to exceed sixty (60) days from the end of the Service Period or any optional extension of the 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 thirty (30) days prior to the end of the then current Service Period. For purposes of this paragraph only, written notice may be by facsimile or electronic mail.



REDACTED

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 automatically incorporated by reference without the need for further amendment and shall continue to apply to the provision of the Service to the same extent as such tariffs applied hereunder prior to such detariffing and Customer shall continue to receive the benefit of the rates in place at the time of such detariffing.

d. Facilities. The Service is available only from offices which have the necessary facilities to provide ISDN on the standard ISDN platform. 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, in whole or in part, by Verizon without application of the short fall charges described above.

e. Verizon, at its discretion, may increase the rates for these Services if this Agreement is not signed and dated by Customer on or before September 30, 2007.

**10. Locations.** The Services herein shall be provided to Customer locations within Verizon's tariffed in-franchise incumbent local exchange service areas under the terms hereof. Subject to the availability of suitable facilities, other Customer locations may be added to this Exhibit by the Customer using Customer/Verizon established ordering process and provided that such locations are within Verizon's tariffed in-franchise incumbent local exchange service areas of the subject Verizon providers covered by this Exhibit A.

