

Embarq Custom Service Agreement

Customer Name:
Address: Suquamish, WA 98392

This Embarq Custom Service Agreement (the "Agreement") between EMBARQ SOLUTIONS, INC. as contracting agent on behalf of the applicable Embarq affiliated entities providing the Products and Services ("Embarq") and [redacted] ("Customer") establishes the terms and conditions governing Embarq's provision of the Products and Services priced in this Agreement. This Agreement and any information concerning its pricing, terms and conditions are Embarq's proprietary information and the term of the parties' nondisclosure agreement, if any, is extended to be coterminous with the Agreement Term.

1. **TERM.** This Agreement will be for a term of 60 months ("Agreement Term") starting on the date all parties have signed this Agreement ("Effective Date"). Embarq will not accept Orders after expiration of the Agreement Term, but the Agreement will continue to apply to any unexpired Orders properly placed during the Agreement Term. The Order Term and Commencement Date for a particular Product or Service are defined in the applicable attachment.
2. **PRODUCTS AND SERVICES.** "Products and Services" means the offerings identified in the following attachments.
 - 2.1 **Incumbent Local Exchange Carrier ("ILEC") Services.**
 1. Attachment A contains the pricing offered by United Telephone Company of the Northwest for the following Services: EMBARQ Ethernet Services and
 2. Embarq provides Embarq Ethernet Services on an individual case basis under the general terms and conditions set forth in Embarq Terms at www.embarq.com/termsandconditions and incorporated into the Agreement by this reference and the service description in Attachment D. Notwithstanding anything to the contrary, however, all terms and conditions related to governing law in Section 17.4 supersedes "A," "B" and "C" of the above referenced website at www.embarq.com/termsandconditions will be inapplicable to this Agreement. Instead, all dispute resolution under this Agreement will be governed under the Section 17.4, below.
 - 2.2 **Other Embarq Products and Services.**
 1. Attachment B contains the pricing offered by Embarq Communications, Inc. for the following Services: EMBARQ C.I. Dedicated Internet Access Services.
 2. Embarq provides this Service under the Embarq Standard Terms and Conditions for Communications Services in Attachment C and relevant Service-specific Terms in Attachment E.
3. **ATTACHMENTS.** The following Attachments are incorporated into this Agreement:
 - Attachment A: Embarq Incumbent Local Exchange Carrier (ILEC) Services Attachment
 - Attachment B: Embarq Products and Services Attachment
 - Attachment C: Embarq Standard Terms and Conditions for Communications Services
 - Attachment D: Embarq Ethernet Services Description
 - Attachment E: Embarq Dedicated Internet Access and Embarq C.I. Dedicated Internet Access Service Annex
4. **QUALIFICATIONS.** To receive pricing under this Agreement, Customer must meet the following Qualification on the Commencement Date. If Customer does not meet this Qualification, Embarq may terminate this Agreement.
 - 4.1 Customer must be an existing Embarq customer.
5. **CONDITIONS.** During each billing month of the Term, Customer must meet the following Condition to receive all benefits under this Agreement. If Customer does not meet this Condition, Embarq may adjust Customer's Services Charges or terminate this Agreement.
 - 5.1 Customer's headquarters must be located at Suquamish, WA.

Embarq Custom Service Agreement

Customer Name:
Address:
Squamish, WA 98392

- 6. **CHARGES.** Customer will pay the rates and charges set forth in this Agreement. The rates, charges, and discounts in this Agreement are in lieu of any promotions or discounts that are available under the Embarq Schedules or Tariffs. If Customer continues to receive Products or Services after termination of this Agreement, Embarq will provide those Products or Services at its public list, Embarq Schedule or Tariff pricing, unless the parties otherwise agree in writing. Embarq may change, on one day notice, the underlying rates in the applicable Embarq Schedule against which certain percentage discounts will apply by posting such notice of changes to the Embarq Schedules at www.embarq.com/ratesandconditions. Customer must be in compliance with all material terms and conditions of this Agreement to be eligible for any credits or discounts described in this Agreement. If Customer purchases Products, Services, Service elements, call types, and features not in this Agreement, the applicable Embarq Schedule, Tariff, or public list price will apply, including standard volume or term discounts, if any.
- 7. **PURCHASE ORDERS.** If permitted under the applicable Attachment, Embarq will accept Customer-issued purchase orders, which will be subject to this Agreement. Any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document other than quantity and description of Service will have no force or effect. The Customer-issued purchase orders must list the Contract Number, the, and execution date of this Agreement. The Customer-issued purchase order also must list the complete Bill To, Ship To, and Service/Installation Address, as applicable.
- 8. **TERMINATION.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of Service prior to the end of an Order Term or any subsequent renewal thereof, termination liability will apply as calculated and set forth in the applicable attachment, Standard Terms and Conditions, Schedule, Tariff or Local Terms of Service, if no termination liability is specified for Services in those governing documents. Customer will be liable for 50% of the monthly payments that would otherwise remain in the Order Term.
- 9. **PRICING EXPIRATION.** To become effective, this Agreement must be: (a) signed by an authorized Customer representative; (b) delivered to Embarq on or before November 30, 2009; and (c) signed by an Embarq officer or authorized designee. Alterations to this Agreement are not valid unless accepted in writing by both parties.

EMBARQ SOLUTIONS, INC.

By: _____
Name: _____
Title: CEO
Date: 11/20/09
Address: _____

By: Cathy Ann Kowick
Name: Cathy Ann Kowick
Title: Business Sales Mgr
Date: 11.30.2009
Address: 902 Wasco St
Hard River, Or 97031

Approved as to
Legal Form
AS - 29 Oct 2005

APPROVED
CenturyLink - Finance
MAK - 11/2/09

Embarq Custom Service Agreement

Customer Name:
 Address:
 Squamish, WA 98392

ATTACHMENT A
 INCUMBENT LOCAL EXCHANGE CARRIER (ILEC)
 SERVICES ATTACHMENT

Specialized services or arrangements may be provided by UNITED TELEPHONE COMPANY OF THE NORTHWEST ("Embarq"), at the request of a customer, on an individual case basis if such service or arrangement is not offered under Embarq's Tariffs.

This Individual Case Basis Agreement ("ICB"), Contract No. 2009-WO-77580N dated October 29, 2009, between Embarq and ("Customer"), sets forth the terms and conditions for Embarq's provision of the service ("Service") specified below to Customer.

- TERM.** The Term will begin on the first day of the first billing month after the Services are installed and made available to Customer. Embarq will make the Services available only after its full compliance with any state-specific regulatory filing requirements. This ICB may not be renewed, modified or extended due to the regulated nature of the Service.
- SERVICE.** The Service is a telecommunications service regulated by federal or state agencies. Embarq's provision of the Service is governed by the general terms and conditions set forth in Embarq Tariffs in addition to the Service description and terms contained on Attachment D. In the event of any inconsistencies or conflicts between this ICB and the applicable Tariff this ICB will take precedence.

Customer Billing Address	Service/Installation Address	Type of Service	Term	Monthly Recurring Rate	Non-Recurring Charge
Squamish, WA 98392		5M Enhanced Ethernet	60	\$1,105.00	See Tariff
		Utilization Reports & Monitoring	60	\$95.00	See Tariff

- RATES.** Rates have been developed on an individual case basis in the absence of a specific Tariff offering for the Service. These rates will remain fixed for the Term of this ICB. If Service is available under Embarq Tariffs when the Term expires, Customer must convert to the Service rates set forth in the existing Embarq Tariff or negotiate a separate Custom Service Arrangement. In no event will this ICB automatically renew. Except for the rates identified above, should a Tariff be filed and approved for this Service during the Term, all Tariff provisions will supersede those in this ICB. The rates quoted do not include any applicable local, state, or federal taxes or surcharges. Embarq will bill Customer for reimbursement of applicable taxes and surcharges.
- TARIFFS / LOCAL TERMS OF SERVICE.**
 - "tariffs" refer to Embarq Local Operating Companies F.C.C. Tariff No. 1, Embarq state access service tariffs and Embarq general exchange / customer tariffs filed with and approved by respective federal and/or state regulatory commissions for the location(s) in which Service is provided. Tariffs contain rules and regulations applicable to Embarq's facilities and provision of Service, general customer relations, and Embarq's overall operations. Changes to the Embarq Tariffs will not release Customer from the terms of this ICB or otherwise justify termination.
 - In the absence of a Tariff or if Embarq withdraws its Tariffs, Embarq will provide Service under the state-specific Local Terms of Service posted at: <<http://www.embarq.com/ratesandconditions>> on

Embarq Custom Service Agreement

Customer Name:
Address:

Suquamish, WA 98392

if a later of the Effective Date or when the withdrawal becomes effective and incorporated by this reference.

4.1 This ICB and the applicable Embarq Tariff or Local Terms of Service will govern the terms for Service. In the event of any inconsistencies or conflicts between this ICB and the applicable Tariff or Local Terms of Service, this ICB will take precedence.

5. **TERMINATION.** If Customer gives notice of cancellation or termination, disconnects any portion of Service or otherwise breaches this ICB resulting in the termination of Service before the end of the Term, Customer will be liable for a lump sum payment equal to:

5.1. 50% of the monthly payments that would otherwise remain under the Term; plus

5.2. That portion of Embarq's capital investment associated with the Service that Embarq has not recovered through payments made during the Term or the lump-sum payment made under Section 5.1.

Embarq Custom Service Agreement

Customer Name:
 Address:
 Squamish, WA 98392

ATTACHMENT B

EMBARQ PRODUCTS AND SERVICES ATTACHMENT

1. IP SERVICES

1.1 **INTRODUCTION.** Embarq Dedicated Internet Access or Embarq C.I. Dedicated Internet Access is always-on connectivity to the global Internet provided via dedicated ports. Customer must comply with the *Embarq Dedicated Internet Access and Embarq C.I. Dedicated Internet Access Annex* located on Attachment E. The term "Net" as used in this pricing section means that the associated charge is after any applicable discounts have been applied, but before taxes, surcharges, and other charges otherwise outlined in the Agreement have been applied.

1.2 **TERM.** The Term will begin on the first billing month after this Agreement is executed by the parties ("Commencement Date"). The Term will continue for 60 months.

1.3 CHARGES

A. ECI Dedicated Internet Port Pricing

- (1) Embarq C.I. will charge Customer a fixed Net MRC and fixed Net NRC in the applicable amounts from the table below for each Domestic Embarq C.I. Dedicated Internet Port
- (2) Pricing:

Ded IP Port Speed	Net MRC	NRC
1.5 Mbps (T-1)	\$300.00	Waived
6.0M	\$1,150.00	Waived

B. Access Pricing for 1.5 Mbps (T-1) Port

- (1) Unless otherwise specifically stated in this contract or in a Special Customer Arrangement, Customer will receive the prices indicated in this Section for Embarq-provided access lines. Customer will execute and provide to Embarq such other documents as are necessary for Embarq to perform its obligations under this Agreement which may include the Broadband (DSL & OCN) Customer Authorization, Special Access Surcharge Application for Exemption, the Special Customer Arrangement Form, and the Circuit Specific Access Pricing Form.
- (2) Embarq will charge Customer a fixed MRC for the local loop portion of the Embarq-provided Service(s) T-1 local access lines at an NPA-NXX (or successor NPA-NXX) installed or in service during the Term in the applicable amount from the table below. Local access lines included herein are not eligible for Schedule Access Term Plan Discounts.

NPA-NXX	MRC
950-999	\$400.00

C. Access Pricing for 6.0 Port. Embarq Ethernet Services used to access the Internet are a component of Dedicated Internet Access Services and governed by the Embarq Standard Terms and Conditions for Communication Services on Attachment C and Embarq Dedicated Internet Access and Embarq C.I. Dedicated Internet Access Service Annex of Attachment E.

Embarq Custom Service Agreement

Customer Name:
Address: Suquamish, WA 98382

Service / Installation Address	Type	Monthly Recurring Rate	Non-Recurring Charge
	50M Enhanced Ethernet	\$1,385.00	See Tariff

**Suquamish / Poulsbo, WA
Network Elements (2 Sites) for 5 & 50 MgB Enhanced Ethernet with IX DIA Transport
Summary of Costs**

Description	Monthly Recurring Cost 5 Years
New OSP Facility Requirements New Fiber to 2 Sites in Suquamish (11,000 ft)	██████████
2 Central Office(s) Equipment Requirements For 5 and 50 MgB Enhanced Ethernet Circuits	██████████
2 Customer Site (s) Equipment Requirements For 5 and 50 MgB Enhanced Ethernet Circuits	██████████
Existing/Shared OSP Infrastructure Requirements To 2 sites in Suquamish (4.2 miles local fiber) Suquamish to Poulsbo (10.7 miles IX fiber)	██████████
Dedicated Internet Access Port Existing Ded IP Port Cost Circuit Cost MRC	██████████
Total	██████████

**Suquamish / Poulsbo, WA
Network Elements (2 Sites) for 5 & 50 MgB Enhanced Ethernet with IX DIA Transport
Summary of Costs**

Description	Total Economic Depreciation	Annual Cost of Capital	Income Tax Annual Cost	Total Expense Factor	Ad Valorem Taxes	Annual Charge Factor	Investment	Monthly Recurring Cost
New OSP Facility Requirements New Fiber to 2 Sites in Suquamish (11,000 ft)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2 Central Office(s) Equipment Requirements For 5 and 50 MgB Enhanced Ethernet Circuits	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2 Customer Site (s) Equipment Requirements For 5 and 50 MgB Enhanced Ethernet Circuits	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Existing/Shared OSP Infrastructure Requirements To 2 sites in Suquamish (4.2 miles local fiber) Suquamish to Poulsbo (10.7 miles IX fiber)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Dedicated Internet Access Port Existing Ded IP Port Cost Circuit Cost MRC	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Total	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]