



SERVICE AGREEMENT
(Intrastate ICB)

Routing Code: 5V

Customer Name and address:	(“Customer”)	Main Billing Tel. No.:	
		Agreement No.:	2010-507173; 2010-506447, 2010-507401, 2010-507358

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-1 attached to this agreement (“Agreement”), and in any Addendum expressly made a part hereof, which has been executed by both parties to this Agreement, 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. Verizon shall allow Customer to terminate this Agreement and migrate the Services covered by this Agreement to a new ILEC Local MSA once the terms and conditions are finalized by the parties without the imposition of termination charges.

Verizon will file this Agreement as an individual case basis (“ICB”) agreement with the applicable State PUCs and use commercially reasonable efforts to affect approval of this Agreement by the State PUCs. If a regulatory approval is required and not obtained by Verizon within one hundred eighty (180) days after the Execution Date, then the parties will enter into good faith negotiations for a period of up to thirty (30) days to amend this Agreement to overcome any objections made to this Agreement by the applicable regulatory agency. If the parties cannot reach mutual agreement on such amendment within such 30-day period, then either party shall have the right to terminate the affected Exhibit without any termination liability under the Exhibit.

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, if applicable, termination charges as set forth in the applicable Exhibit(s) and Addendum(s). Amounts not invoiced by Verizon to Customer within one hundred eighty (180) days after such amounts could first be invoiced under this Agreement may not thereafter be invoiced and Customer shall not be required to pay such amounts. However, in the event Customer is billed beyond 180 days from the date charges should have been billed, Customer shall use commercially reasonable efforts to notify Verizon to request a credit for such charges. This Section shall not apply to pass-through charges of non-U.S. third party service providers, third party suppliers, or third party subcontractors (such as PTT’s). The parties agree that pass-through charges of non-U.S. third party service providers, charges from third party supplier, or charges from third party subcontractors are not contemplated under this Agreement.

In the event that Customer identifies a portion of a paid invoice against which Customer believes Verizon should issue a credit, within one year after the date(s) when the underlying Services at issue were rendered, then Customer shall submit a written (including email) credit request to Verizon, identifying the invoice and portion at issue, and the grounds upon which Customer contends that Verizon should issue a credit, and including any and all documentation necessary to substantiate the credit request. Verizon will review and investigate the credit request, reporting in writing (including email) back to Customer within thirty (30) days after the date of the credit request by Customer. In the event that Verizon agrees with Customer’s credit request, then Verizon shall issue a credit to Customer. In the event that Verizon reasonably disagrees, then the parties shall meet to discuss any issues and any resolution shall be consistent with the applicable tariffs covering the services. Finally, despite the time limitations within which Verizon may issue invoices to Customer as detailed above (the 180 day billing limitation), the parties acknowledge that Verizon may raise potential debit issues identified by Verizon during Verizon’s investigation of Customer’s credit request(s), and the parties will address such issues in conjunction with credit requests.

Notices. Notices under this Agreement shall be sent by overnight courier or 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) Unless agreed to by the parties, neither party will disclose the terms of this Agreement to any third party without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements. The parties agree that neither party shall have the right to issue a press release regarding this Agreement.

(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. Customer's provision of service to a third party during a transition period following an acquisition or divestiture shall not be considered a violation of this Agreement, so long as Customer provides notice of such acquisition or divestiture to Verizon and Verizon approves the provision of Services to such third party.

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 for the Services provided herein 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 the Services.

- a. Customer has spent at least \$50M on a multi-state basis with Verizon for intrastate telecommunications services over the prior calendar year (2009)
- b. Customer has had installed 5,000 Centrex lines on a multi-state basis since 2000
- c. Customer has had installed at least 270 PRI lines for a period of 4 years prior to the execution of this Agreement
- d. Customer commits to retaining 200 Centrex lines and 20 PRIs for the first 6 months of the Agreement with Verizon in Washington State.
- e. The terms and conditions set forth in this Agreement shall not apply to any other customers with annual cumulative revenues from Verizon's regulated local exchange services in excess of \$80,000,000.00 (eighty million dollars).

AGREED AND ACCEPTED:

[Redacted] (Customer)

By [Redacted]
Name/Title [Redacted]
Date 6/29/10

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

By [Signature]
Name/Title Suleiman Hessami
Date 30 JUNE 2010 VP Pricing/Contract Management

REDACTED

Exhibit A-1

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

State: Washington

Customer name: [REDACTED]

ICB Case No.: 2010-507401

Customer must sign and date this Agreement on or before June 29, 2010 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 use commercially reasonable efforts to 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	Monthly rate for 36 month contract extension	Nonrecurring charge
CentraNet Station Line	\$12.00	Per tariff for new services
Feature Package 1000	\$ 2.25	Per tariff for new services
NARS	Tariff	Per tariff for new services

Notes:

- Foreign exchange and residential lines are excluded from the rates provided
- Customer must maintain a minimum of two (2) CentraNet Lines for each customer group location per Verizon serving central office
- Charges for any additional CentraNet features ordered by Customer will be taken from Verizon's applicable tariff
- These charges DO NOT include Federally mandated end user common line charges, any applicable local, state, or federal fees, taxes, surcharges or other applicable tariff charges.
- Tariff NRC charges apply to changes to existing Services.
- The monthly line rate set forth above does not include the Federal Subscriber Line Charge ("SLC" and customer will receive the applicable off-set credit for the SLC charge as set out in Verizon's tariff.

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 for a period of thirty six (36) 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.

4. **Technology Upgrade/Network Optimization:** In the event that Verizon offers new or alternate technologies that would benefit Customer prior to the end of the term of this Agreement, Customer may terminate the existing Services under contract without termination liability and upgrade to other Verizon Services so long as the upgraded service contract is for a period equal to or longer than the remaining committed months in this Agreement.

5. **Termination Charges:** Customer shall not incur a termination charge if Customer decides to terminate this Agreement in part, or in whole, for any reason prior to the expiration of the Service Period.



6. **Assigned Numbers.** Customers are required to keep 50% or more of its assigned numbers working at all times in order to retain assignment of its entire block of numbers. Verizon will notify Customer annually if its number of working numbers drops below 50% of its assigned numbers so that action can be initiated by Customer to increase its 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 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. 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. In the event any of the Services are hereafter detariffed, Verizon agrees to provide notice thereof to Customer.

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 Exhibit will be subject to termination by Verizon without application of the termination charges described above.

8. **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.

BTN	Address	City	Centranet Analog Line QTY
			4
			9
			5
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			4
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