

SERVICE AGREEMENT
(Intrastate ICB)

Customer Name and address: [REDACTED] ("Customer") [REDACTED] Seattle, WA [REDACTED]	Main Billing Tel. No. [REDACTED] ICB Case No. 2010-515717 / OAF WA10100
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A. **Services.** Customer hereby requests and agrees to purchase from the undersigned Frontier company ("Frontier") the services identified in Exhibits A and B attached to this Agreement, and in any Addendum expressly made a part hereof, and as further described in Frontier's applicable tariffs or Catalog (the "Services"), for the service period stated herein applicable to such Service (the "Service Period"), subject to Frontier'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.

B. **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, tariffs or Catalog 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 Frontier termination charges as set forth in the applicable Exhibit(s) and Addendum(s). Any tariffed back billing limitations otherwise applicable to the Services shall not apply under this Agreement.

C. **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(s)) 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.

D. **Service or Term Period.** Once this Agreement is effective as described above, Frontier shall commence billing for Service as Service to each Customer location is installed. The overall in-service date for this Agreement shall be the date, after the effective date defined above, on which Frontier's provisioning has been completed and the Service is available at all Customer locations as set out in Exhibits A and B. The Services described in Exhibits A and B, including additional quantities of Service added as addressed in the applicable Exhibit, shall be contemporaneous. The overall Service Period for the Agreement including Exhibits A and B will be thirty-six (36) months from the overall in-service date.

E. **Notice.** Any written notice either Party may give the other concerning the subject matter of this Agreement shall be in writing and given or made by means of certified or registered mail, express mail or other overnight delivery service, or hand-delivery, proper postage or other charges paid and addressed or directed to the respective parties as follows:

To Customer: At Customer's address shown above
Attention: MANAGE CONTRACTS, SUPPLY CHAIN

To Frontier: Frontier Communications Corporation
Attention: General Manager
1800 41st Street
Everett, Washington, 98201

Copy to:
Frontier Communications Corporation
Attention: Associate General Counsel
3 High Ridge Park
Stamford, CT 06905

Such notice shall be deemed to have been given or made when actually received as specified above. Each Party hereto may change its address by a notice given to the other Party in the manner set forth above.

F. **Miscellaneous.**

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- (1) 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 may issue or permit issuance of a press release or other public statement concerning this Agreement without the written consent of the other party.
- (2) In the event of a claim or dispute, the law and regulations of the jurisdiction in which Frontier 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.
- (3) 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.
- (4) 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.
- (5) Frontier 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 Frontier, 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.
- (6) Except as otherwise required by applicable law or regulation, the Services provided hereunder may not be resold by Customer.

C. Tariffs, Catalogs 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, or Catalog. In no event shall Frontier 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 and/or Catalog 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:

FRONTIER COMMUNICATIONS CORPORATION
 Operating in its capacity as an Incumbent Local Exchange Carrier and a Competitive Local Exchange Carrier as set out in the Exhibits.

By _____
 Name/title **REDACTED**
 Date 8/2/10

By [Signature]
 Name/title Frontier 13 Contracts Admin.
 Date 8-6-2010

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Frontier company name: Frontier Communications Northwest Inc. (referred to in this Exhibit as "Frontier")
 In its capacity as an Incumbent Local Exchange Carrier

State: Washington
 Customer name: [REDACTED]
 ICB Case No.: 2010-515717

Frontier's Local Switched Ethernet Services (SES) Ethernet Multipoint Service (EMS) is the same as "Transparent LAN Services" provided within Frontier's incumbent local exchange-tariffed service area out of the in-franchise Advanced Data Services tariff (WTA U-23, Section 8).

Customer must sign and date this Agreement on or before August 5, 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.

1. **Services and Quantity Commitments.** Customer agrees to purchase the following Services from Frontier 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 Frontier at each Customer location suitable and secure space, with suitable environmental conditions and uninterrupted power supply, building entrance facilities and conduit, for placement of the facilities and equipment to be used by Frontier to provide such Service, including pull rope and conduit from the equipment room at the Customer location (s) to the property line. Provision of the Services herein is subject to Frontier obtaining required permits for cable placement and specially constructed facilities, completion of specially constructed facilities and Frontier's installation of switching equipment necessary to provide the Service.

Minimum Quantity / Initial Quantity	Service Item	Monthly Unit Rate
5	Local Switched Ethernet Services (SES) Ethernet Multipoint Service (EMS) - 100MB Basic UNI	\$1274.98, each
	Interoffice Mileage (IOM)	See Notes
Quantity	Service Item	One Time Non Recurring Charge
1	Special Construction for 13030 Meridian Avenue	\$23,688.39

Notes:

- (i) Specially Constructed Facilities, if any, are owned and controlled by Frontier and, upon completion of construction, become part of Frontier's service network.
- (ii) IOM Mileage applies where the Local Serving Office is different from the installed SES serving office. IOM charges as set forth in Frontier's applicable tariff may apply in the event that adequate IOM facilities are not available at the time Service is to be installed. To the extent IOM mileage applies and is not otherwise addressed in the SES Service monthly rates above, IOM mileage will be billed. IOM Mileage shown above is estimated airline miles (ALM); actual ALM will be billed.
- (iii) There are no charges for IOM below 20 airline miles.
- (iv) Service is intra-LATA, intrastate.
- (v) Non-recurring charges do not apply to the initial Service Quantities above. After the eighteenth (18th) month of the Service Period, a \$1,000 - non-recurring charge for additional quantities of Service and / or changes in the Service will apply.
- (vi) Additional quantities of the Service at the locations listed in Section 4 may be ordered through the first eighteenth (18th) month of the overall Service Period. Any such Additional quantities of Service will be co-terminus with the overall Service Period of the Agreement. Additional quantities of Service, purchased for the locations listed in Section 4, in the first eighteen (18) months of the Service Period will be subject to the Monthly Rates shown above and non-recurring charges as addressed in (iv) above. After the first eighteen (18) months of the Service Period, changes, including additional quantities of Service, will be addressed via formal amendment to this Agreement; such amendment will address various service-related points including but not limited to rates, availability of adequate facilities, any applicable early termination charges and other necessary provisions. Any request for Service to additional locations will be addressed via formal amendment to this Agreement.
- (vii) Service is provided consistent with this Agreement and Frontier's applicable tariff. Customer may purchase other SES service features outside this Agreement and pursuant to applicable tariff rates, terms & conditions.

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- (viii) The above 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.
- (ix) The rates herein are contingent upon Customer's commitment to purchase the initial quantity of Service set forth above and Customer shall have the obligation to pay for such quantity of service during the term of this Agreement.
- (x) Minimum Service Commitment and Quantity for this Agreement is the Service and quantity set out in Section 1 above and in Section 1 of Exhibit B for the locations listed in Section 4 of Exhibits A and B. Customer must maintain the Minimum Service Commitment and Quantity for the Service Period. Failure to maintain the Minimum Service Commitment and Quantity will result in the termination of this Agreement, in which case the Service will be provided solely pursuant to applicable tariff rates, terms and conditions, if available. If Service is not available in the tariff, Service will terminate. For this Exhibit A, the Minimum Service Commitment and Quantity is as set out above - 5 locations (listed in section 4) with the SES Service type shown above.
- (xi) Customer may terminate the circuit at [REDACTED] without application of Termination Charges provided the circuit at [REDACTED] is installed and placed in-service before the [REDACTED] circuit is disconnected, and the [REDACTED] circuit remains in-service throughout the remaining term of the Agreement. After the [REDACTED] circuit is placed in-service, Termination Charges will apply in the event of termination.
- (xii) Customer may terminate an existing circuit at any of the locations supported under this Agreement, as listed in Exhibit A and Exhibit B, provided (a) a new circuit of equal or higher bandwidth is installed and placed in-service at a location currently supported under this Agreement before any existing circuit is disconnected, and the new circuit remains in service throughout the term period of this Agreement, or (b) a new circuit of equal or higher bandwidth is installed and placed in-service at a location not currently supported under this Agreement before any existing circuit is disconnected, and the new circuit remains in-service throughout the term period of this Agreement. Such a new circuit would be by an amendment to this agreement; additional Special Construction and / or Non Recurring charges may apply.

3. **Termination Charges.** If Customer cancels this Agreement in whole or in part or fails to maintain the minimum quantity or terminates any Service, including additional quantities of Service, prior to the expiration of the Service Period Customer shall pay to Frontier an early termination charge, as follows. If Customer terminates any Service during the first year of the Service Period, Customer shall pay Frontier a termination charge equal to one hundred percent (100%) of the MRCs for each such terminated Service for the unexpired portion of the Service Period. If Customer terminates any Service during the second or third year of the Service Period, Customer shall pay Frontier a termination charge equal to twenty-five (25%) of the MRCs for each such terminated Service for the unexpired portion of the Service Period.

If Customer terminates this Agreement subsequent to the execution of this Agreement by the Parties but prior to the overall Agreement in-service date, Customer shall pay Frontier for Service provided to Customer locations prior to the overall in-service date as well as for costs incurred by Frontier for contract and service preparation including but not limited to charges for costs incurred related to specially constructed facilities and switching equipment. Any termination liability charge applied shall be due and payable in one lump sum within 30 days of billing. Tariff exceptions to Termination Charges shall not apply.

3. **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. **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.
- c. **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, Frontier will inform Customer of such applicable charges, and Frontier will install such facilities and provide Service only upon mutual written agreement of the parties to such additional charges. If Service is not installed or delayed due to the need for additional facilities, Customer and Frontier agree to work cooperatively and promptly to amend the Agreement and overall Service arrangement to address, by amendment, applicable changes to the Service, rates and charges or other provisions.
- d. **Customer Purchase Orders.** The terms and conditions contained on a Customer purchase order document (whether signed by one or both parties) shall not serve to modify the terms and conditions of this Agreement.
- e. **Ramp Period.** Customer acknowledges that the MRCs for the SES are contingent upon installation of the agreed to quantities set forth in Exhibits A and B in Section 1 ("Minimum Commitment") for the applicable Service Period. The Minimum Commitment of SES must be installed no later than six (6) months from the Overall Effective Date (the "Ramp Period"). Customer may not request a delay in Verizon's installation of the SES if such delay would mean that the Minimum Commitment of SES would be installed after the Ramp Period.
- f. **Service Continuation.** (1) If, at the time of expiration of the Service Period, a new agreement or tariffed service arrangement with Frontier 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

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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.

4. **Locations.** The Services shall be provided to Customer under the terms hereof at the following locations which are within Frontier's incumbent local exchange tariffed service area. Service will be provided from the applicable Frontier serving wire center to the Customer's specified location below.

<u>Service Item</u>	<u>Street Address</u>	<u>City</u>	<u>Zip Code</u>	<u>IOF Miles</u>
SES EMS 100 Mbps				
SES EMS 100 Mbps				
SES EMS 100 Mbps				
SES EMS 100 Mbps				
SES EMS 100 Mbps				
SES EMS 100 Mbps				

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