

ESSENTIAL TERMS AND CONDITIONS

Contract No. 1430 ICB **New** X **Renewal** **Amendment**

Effective Date: July 1, 2011

Expiration Date: June 30, 2014

Duration of Contract: Thirty-six (36) months

Renewal Options: At the end of the Service Period, the Customer, with sixty (60) days advance written notice to Frontier, may elect to extend the Service Period for twelve (12) additional months at the same rates, terms and conditions in this contract.

Description of Service: Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) Service supports the simultaneous transmission of circuit switched voice and data over a four-wire facility at a standard interface. ISDN-PRI Service provides digital end-to-end access capable of supporting a combination of public and private network access services. Tie Channel Service provides intercom capability on "B" channels of ISDN PRI arrangements and other Customized Multi-line Telephone Service systems within the same subscriber network (central office to central office). This feature provides the capability to communicate on a private facility basis, as a tie line between Customized Multi-line Telephone Service systems served from different central offices.

Calling Line Identification with Name allows the customer to have access to the directory number and name of the calling party.

Transparent LAN Service (TLS) is a high speed data service which uses a shared fiber network to allow for the interconnection of Local Area Networks (LANs) across selected metropolitan areas. TLS delivers an interface of 10 Mbps, 100 Mbps, 1000 Mbps or 10 Gbps from the customer's LANs to the shared network. TLS creates a network with the ability to function as a shared public network. TLS protects data privacy by using specialized screening software that permits subscribers to access only their data. TLS is available in two service types: Ethernet Multipoint Service (EMS) or Ethernet Relay Service (ERS). The customer must select either (EMS) or (ERS) as the service type for each domain.

Termination Charges: If Customer cancels this Agreement at any time during the Service Period Customer shall pay to the Company a termination charge equal to one hundred percent (100%) of the applicable monthly rate multiplied by the number of months remaining in the unexpired portion of the Service Period.

Number of Units: Seven (7) - Tie Channel / IXC per PRI
Seven (7) - Calling Line Identification with Name

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- 7(iii) Demonstrate, at a minimum, that the contract charges cover the company's cost of providing the service. Costs will be determined under a long-run incremental cost analysis, including as part of the incremental cost, the price charged by the offering company to other telecommunications companies for any essential function used to provide the service, or any other commission-approved cost method.
- 7 (iv) Summarize the basis of the charge(s) proposed in the contract and explain the derivation of the proposed charge(s) including all cost computations involved.

The attached confidential cost documentation demonstrates the contract charges cover the company's cost of providing the service. See Exhibits A, B & C to the contract document for the detailed list of services and rates subscribed to under the agreement.

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7(v) Indicate the basis for using a contract rather than a filed tariff for the specific service involved.

The services are provided under a contract because the rates, terms and conditions are not available under the tariff.

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(2) Duration of contract. All contracts shall be for a stated time period.

The term shall be thirty-six (36) months. The contract term will be July 1, 2011 through June 30, 2014.